

**CALAVERAS PUBLIC UTILITY DISTRICT**  
506 W. Saint Charles Street, San Andreas, CA 95249

**TUESDAY, January 12, 2021**

**7:00pm**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

*Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors exclusively by telephone conference until further notice. No attendance will be permitted by the public at the District office until further notice.*

*Based on guidance from the California Governor's Office and the Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, please do the following:*

- *Join the Conference Call meeting*
  - **Dial-in number (US): 1(669)900-9128**
  - **Join the online ZOOM meeting:**
  - <https://us04web.zoom.us/j/2259102243?pwd=ZE95T1AvVmt4WlUvYlZZM2J0dGt1QT09>
  - **Meeting ID: 225 910 2243**
  - **Meeting Passcode code: 378139**
- *Please mute your call before joining. This will limit technical difficulties with audio.*
- *Only unmute your call if the President has requested public comment on an item. Upon completing your comments please mute your call again.*
- *Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller.*
- *Do no talk over the top of any other callers. Conversations must be one at a time.*

**1. Roll Call and Pledge of Allegiance**

**2. Oath of Office – Directors Joshua Wayne (J.W.) Dell’Orto and Scott Speer**

**3. Resolution 2021-1 Resolution Accepting the Canvass of the Presidential General Election Held on November 3, 2020 Pursuant to Division 15 Chapter 4 of the Elections Code**

**4. Public Comment (Limit: 3 min/person)**

*At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.*

**Consent Items:**

**5. Approval of Consent Calendar**

- a. Minutes of Regular Meeting of December 8, 2020
- b. System Totals Report for December 2020
- c. Maintenance Report for December 2020
- d. Water Report for December 2020

**Items for Discussion and/or Action:**

**6. Financial Business**

- a. Approval of Claim Summary #747
- b. Review of Updated Salary Structure

**CALAVERAS PUBLIC UTILITY DISTRICT**  
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- 7. Consideration of Resolution 2021-2; Resolution of Appreciation Honoring – Clifford Overmier**
- 8. Consideration of Amended and Restated District Engineering Service Agreement – Weber, Ghio and Associates, Inc.**
- 9. Discussion/Action – Clearwell Tank Project**
  - a. Consideration of Recommendation – Project Scope Alternative #1
  - b. Consideration and Approval of Funding Source
  - c. Consideration of Resolution 2021-3 Authorizing Resolution – Clearwell Tank Project
- 10. Update: 2019 FEMA Storm Damage Projects:**
  - a. Project Close Out
- 11. Update: State Revolving Fund (SRF) Planning Grant Application for Water Treatment Plant Improvement Projects**
- 12. Staff Reports**
  - a. General Manager’s Report
  - b. Legal Counsel’s Report
  - c. Engineer’s Report
- 13. Board Members Report**
  - a. Director Lavaroni – LAFCO Meeting Reminder (1/24/2021)
  - b. Director Blood – UMRWA Meeting Reminder (1/22/2021)
  - c. Other Board Member Comments
  - d. Reminder of Annual FPPC Filing of Form 700
- 14. Closed Session**
  - a. Public Employee Performance Evaluation General Manager (Government Code §54957(b)(1))
- 15. Adjournment (Next Regular Meeting February 9, 2021 at 7:00pm)**

**AGENDA ITEM 2**

**Oath of Office – Directors Joshua Wayne (J.W.) Dell’Orto and Scott Speer**

Administer Oath of Office – Director Joshua Wayne (J.W.) Dell’Orto and Director Scott Speer

**AGENDA ITEM 3**

**Resolution 2021-1 Appointing Resolution Accepting the Canvass of the Presidential General Election Held on November 3, 2020 Pursuant to Division 15 Chapter 4 of the Elections Code**

As a result of certification of the Presidential General Election the District must also certify the results confirming the appointments.

**Recommended Action:** Accept Resolution 2021-1 Accepting the Canvass of the Presidential General Election held on November 3, 2020 Pursuant to Division 15 Chapter 4 of the Elections Code.

**Motion Carried** 1<sup>st</sup> \_\_\_\_\_, 2<sup>ND</sup> \_\_\_\_\_

**Roll Call vote:**

# Oath of Office

STATE OF CALIFORNIA,     )  
  ) ss.  
COUNTY OF CALAVERAS    )

I, Joshua Wayne (J.W.) Dell'Orto, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
Joshua Wayne (J.W.) Dell'Orto

Subscribed and sworn to before me, this 12<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
Donna Leatherman, General Manager  
\_\_\_\_\_



CALAVERAS PUBLIC UTILITY DISTRICT

RESOLUTION 2021-1

RESOLUTION ACCEPTING THE CANVASS OF THE PRESIDENTIAL GENERAL ELECTION HELD ON THE  
NOVEMBER 3, 2020 PURSUANT TO DIVISION 15 CHAPTER 4 OF THE ELECTION CODE

WHEREAS, the election result for the General Election, held on November 3, 2020, have been presented to the Board of Directors of the Calaveras Public Utility District by the County Clerk, following the canvass of the said election;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Calaveras Public Utility District of the County of Calaveras hereby accepts the canvass of the returns of the Presidential General Election, Held on November 3, 2020 as delineated in Exhibit A attached hereto and made a part thereof, is hereby accepted;

On A Motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing Resolution was duly passed and adopted by the Board of Directors of the Calaveras Public Utility District of the County of Calaveras, State of California this 9<sup>th</sup> day of January, 2021, by the following vote:

AYES: Directors:

NOES: Directors:

ABSTAIN: Directors:

ABSENT: Directors:

\_\_\_\_\_  
J.W. Dell'Orto, President Board of Directors

ATTEST:

\_\_\_\_\_  
Donna Leatherman, General Manager

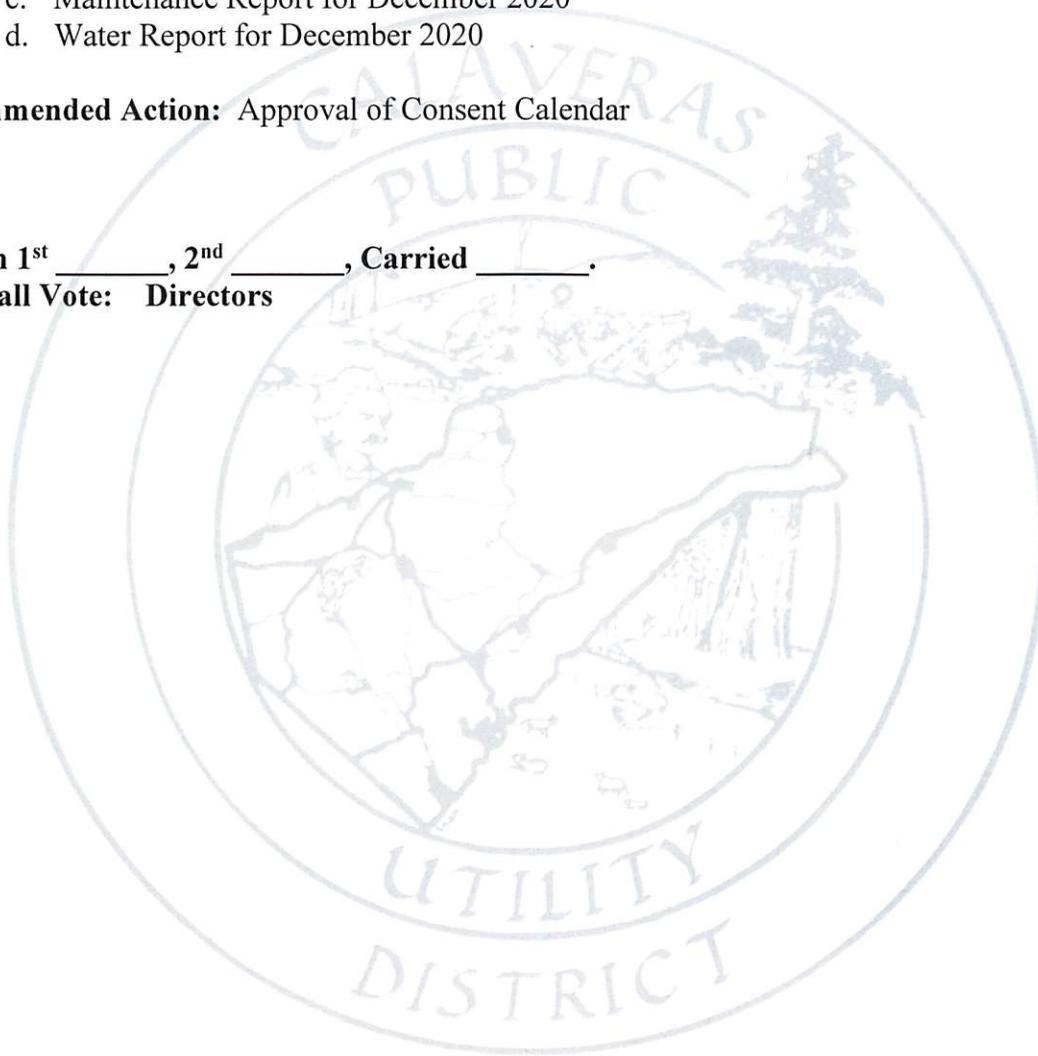
**Approval of Consent Calendar**

*If an item is requested for removal from the Consent Calendar, it should be reflected prior to action being taken. The items will be discussed independently upon approval of remaining Consent Calendar items.*

- a. Minutes for Regular Meeting of December 9, 2020
- b. System Totals Report for December 2020
- c. Maintenance Report for December 2020
- d. Water Report for December 2020

**Recommended Action:** Approval of Consent Calendar

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**  
**Roll Call Vote: Directors**



Regular Meeting

7:00 P.M.

MEMBERS PRESENT: Richard Blood  
Scott Speer  
J.W. Dell'Orto  
John Lavaroni

STAFF PRESENT: Donna Leatherman, General Manager  
Adam Brown, Legal Counsel  
Matt Ospital, District Engineer

OTHERS PRESENT: Chester Murphy, Landowner  
Tom Murphy, Landowner

1. ROLL CALL AND PLEDGE OF ALLEGIANCE: The regular meeting was called to order by President Dell'Orto at 7:05 P.M. Directors Dell'Orto, Speer, Lavaroni and Blood were present.

2. PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject): None

3. APPROVAL OF CONSENT CALENDAR:

a. Minutes for Regular Meeting of November 10, 2020: A motion was made by Director Speer, seconded by Director Blood, to approve the minutes for the Regular Meeting of November 10, 2020 meeting as presented. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

b. System Totals Report for November 2020: A motion was made by Director Lavaroni, seconded by Director Speer to accept the Directors Report for November 2020 as presented. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto vote. yes, none opposed. Motion carried 4-0.

c. Maintenance Report for November 2020: A motion was made by Director Speer, seconded

d. by Director Blood, to accept the Maintenance report for November 2020 as presented. Director Lavaroni inquired about the roofing repairs at the warehouse and water treatment plant, and the General Manager provided an update. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

Water Report for November 2020: The report was presented to the Board. A motion was made by Director Speer, seconded by Director Blood, to accept the water report for November 2020 as presented. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

4. FINANCIAL BUSINESS:

a. Approval of Claim Summary #746: A motion was made by Director Lavaroni, seconded by Director Blood, to approve Claim Summary #746 in the amount of \$166,130.51. Director Blood requested that the general ledger account number be included on future billing reports. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

5. RECONNECTING WATER SERVICE TO ASSESSOR PARCEL NUMBER (APN) 044-009-097 (MURPHY, CHESTER) Mr. Chester Murphy provided a brief history on the parcel purchase through foreclosure and is requesting to connect to the District's water. He also mentioned the adjacent parcel. He is requesting that service be reconnected. However, the parcel is not within the District boundaries. Director Dell'Orto questioned Mr. Murphy about the existing service connection to the adjacent parcel and if the meter is active. According to Mr. Murphy the meter was active and served his parcel. However, the General Manager reported that Mr. Murphy's parcel has never had water service from the District. Director Speer wanted legal clarification of the actual service boundaries. Legal counsel clarified by stating that even if a portion was within the District, the entire parcel will require annexation to the District in order to be served. Director Blood inquired whether Mr. Murphy could provide any documents stating conclusively that the parcel is within the District. After further discussion, it was recommended that Mr. Murphy inquire with Calaveras LAFCO to request annexation to the District. Mr. Murphy requested that the District annex his parcel. The General Manger stated that the application to LAFCO would be made by Mr. Murphy and the District would work with Mr. Murphy once the application was submitted and an agreement with the District be established. Mr. Murphy was advised to request annexation from LAFCO and work toward an agreement with the District.. Mr. Murphy stated that he would apply to LAFCO and would ask the District to support him when his application was complete. President Dell'Orto thanked Mr. Murphy and also suggested that he proceed with LAFCO sooner than later, as the District would be reviewing the water service connection fee, which could be increased..

6. DISCUSSION/ACTION; DONATION OF SURPLUS FIRE HYDRANTS CENTRAL CALAVERAS FIRE & RESCUE PROTECTION DISTRICT: A motion was made by Director Lavaroni, seconded by Director Speer, to approve the donation of two surplus fire hydrants to the Central Calaveras Fire & Rescue Protection District for the purpose of training and to support supplemental fire suppression. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

7. CONSIDERATION OF APPROVAL RESOLUTION 2020-19 – A RESOLUTION OF THE BOARD OF DIRECTORS APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CALAVERAS PUBLIC UTILITY DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021:  
A motion was made by Director Lavaroni, Seconded by Director Speer, to Approve Resolution 2020-19, the Memorandum of Understanding (MOU) between the Calaveras Public Utility District and Service Employees International Union (SEIU), Local 2021. A brief discussion ensued regarding the background of negotiations and finalizing the MOU to include certain legal provisions. All other negotiated items, including the revised salary structure with a ten percent (10%) salary increase granted to those recognized in the bargaining unit, remained unchanged and as previously presented to the Board. Director Lavaroni thanked the General Manager and Legal Counsel for making the negotiations a smooth process for the District. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell'Orto voted yes, none opposed. Motion carried 4-0.

**8. UPDATE: 2019 FEMA STORM DAMAGE PROJECTS:**

a. Resolution 2020-20: Accepting the Work on the 2019 FEMA Storm Damage Repair Project – FEMA 4431-DR-CA – Moyle Excavation: A motion was made by Director Lavaroni, seconded by Director Speer, to approve Resolution 2020-20 Accepting the Work on the 2019 FEMA Storm Damage Repair Project – FEMA 4431-DR-CA – Moyle Excavation. There was a brief discussion on the District portion of the project cost, follow up items remaining with the District’s insurance provider, and close out of the remaining FEMA categories that needed to be completed. A roll call vote was taken. Directors Blood, Speer, Lavaroni and Dell’Orto voted yes, none opposed. Motion carried 4-0.

**9. UPDATE: STATE REVOLVING FUND (SRF) PLANNING GRANT APPLICATION PACKAGE FOR WATER TREATMENT PLANT IMPROVEMENT PROJECTS**

a. Status report: Planning Grant Application: The General Manger reported that the application packet is completed and under review. The process is timely and will report when information is available.

b. Status report: Clearwell Tank Rehabilitation: Background information was provided by the General Manger and a memorandum from Weber, Ghio and Associates detailing background on the discoveries from the 2020 tank inspection reports. The memo identified deficiencies in three areas that require repair or replacement, ideally within the next 6-8 months. The memo also discussed the scope, schedule, funding alternatives and next steps. The General Manager reported that staff is requesting direction on evaluating the Drinking Water State Revolving Fund (DWSRF), loans and reserve funds as options.

Director Lavaroni suggested that the General Manager pursue all funding options and provide feedback to the Board. Director Blood was concerned with the timing of the project scope and schedule. He also stated that this should have been addressed after the 2018 tank inspection and that a plan was needed. The General Manager reported that the findings related to the critical condition of the Clearwell floor were not reported until the 2020 tank reports. Further discussion ensued, during which Director Speer stated that the Clearwell project “should not be a priority but the number one priority” of the District, stating the need to prioritize the the Clearwell project, as a failure would be catastrophic. President Dell’Orto was also unclear on the process to develop the project scope. Hewas concerned with the timing and engineering aspects of this type of project to make sure the District Engineer will be able to work within the timeline provided. Director Blood suggested that the plan should be completed by April. The General Manager stated that the timeline was provided and staff should be able to work within the proposed schedule, and that she would report to the Board on the status every two weeks regarding progress being made.

**10. STAFF REPORTS**

a. General Manager’s Report: The General Manager provided an overview of the pending work projects and included additional information that was emailed to the Board regarding the Calaveras County Tax Collector amendment to increasing the low value exemption limits on tax allocations from \$2,000 to \$10,000. This amendment has an annual financial impact of less than \$500.00 on the District’s share of tax revenues received from the County.

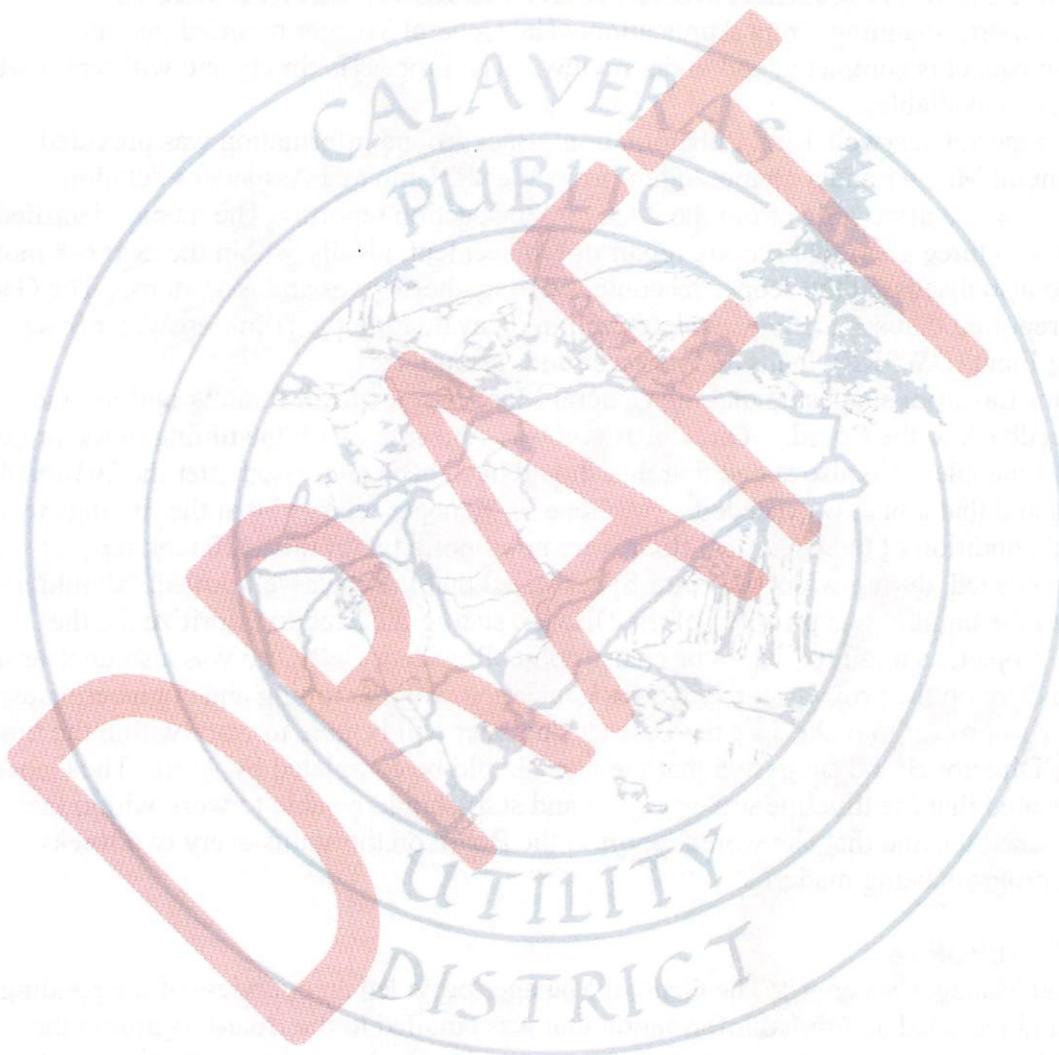
b. Legal Counsel Report: Adam Brown, District Legal Counsel, stated that he continued to finalize the MOU and assist the General Manager with updates to reimplement the District COVID-19 Plan. This includes office closures and suspension of public attendance at Board meetings. It is anticipated that Board meetings will continue to be conducted via Zoom for the near future.

c. Engineer’s Report: The monthly Engineer’s Report was presented for review. The General Manager reported on items that were not previously discussed.

11. BOARD MEMBERS' REPORT

- a. Director Lavaroni – LAFCO Meeting Report (11/16/20) Director Lavaroni reported that he did not attend the meeting.
- b. Director Blood – UMRWA Meeting Reminder (1/22/2021) Director Blood reported that he will attend the January meeting, which will be remote.
- c. Other Board Member Comments: Director Lavaroni inquired about the meter to the parcel adjacent to Mr. Murphy's and Director Dell'Orto inquired if the District should reach out to the property owner and require annexation.

12. ADJOURNMENT (Next Regular Meeting January 12, 2021 at 7:00pm) As there was no further business to come before the Board, a motion was made by Director Lavaroni, seconded by Director Blood, to adjourn the meeting at 9:02pm. Motion carried 4.0.



# System Totals Report

Calaveras P.U.D.

Water Sold This Month

15,667,339 Gallons

	Amount (\$)	# Of Accounts
Total Water	159,937.88	1,908
Total Late Charge	2,820.00	94
Total Adjustments	-2,964.34	103
Total New Acct Fee	350.00	10
<b>Total Current Charges</b>	<b>160,143.54</b>	<b>1,908</b>
Amount Past Due 1-30 Days	19,276.74	214
Amount Past Due 31-60 Days	4,641.82	51
Amount Past Due Over 60 Days	10,729.43	30
Amount Of Overpayments/Prepayments	-28,858.78	381
<b>Total Receivables</b>	<b>165,932.75</b>	<b>1,744</b>

Total Receipts On Account	182,639.83	1,698
Net Change in Deposits	0.00	0
Amount of All Deposits	0.00	

Turned Off Accounts (Amount Owed)	5,661.25	151
Collection Accounts (Amount Owed)	5,661.25	151
Number Of Unread (Turned On) Meters		2
Average Usage For Active Meters	8,181	1,915
Average Water Charge For Active Meters	83.82	1,908

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		34	4,770,602	30.45	14.75
40,001-50,000		10	454,990	2.90	1.52
30,001-40,000		26	875,990	5.59	2.72
20,001-30,000		39	948,370	6.05	3.52
10,001-20,000		200	2,773,264	17.70	12.76
8,001-10,000		101	900,044	5.74	4.83
6,001-8,000		206	1,431,568	9.14	8.82
4,001-6,000		333	1,650,888	10.54	12.92
2,001-4,000		481	1,411,123	9.01	18.72
1-2,000		437	450,502	2.88	17.72
Zero Usage		48	0	0.00	1.74
<b>Total Meters</b>		<b>1,915</b>	<b>15,667,341</b>	<b>100.00</b>	<b>100.00</b>

# System Totals Report

Calaveras P.U.D.

## Monthly Reconciliation

Ending Receivables (Last Month)		188,429.04
Sales this Month	+	163,107.88
Adjustments this Month		-2,964.34
Less Payments this Month	-	<u>182,639.83</u>
	=	165,932.75
Total Receivables		<b>165,932.75</b>
Ending Deposits (Last Month)		0.00
Changes this Month		<u>0.00</u>
	=	0.00
Total Deposits		<b>0.00</b>

# Monthly Maintenance Report

## December 2020

LOCATION	DESCRIPTION OF WORK	STATUS
Jeff Davis WTP	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP in compliance	Complete
	Treated Water - 20,406,312	
	Roof Repair	Complete
Warehouse Shop	Replace turbidimeter feed lines	Complete
	DSOD inspection	Complete
	Roof Repair	Complete
Warehouse Shop	Repair roll up door	Complete
South Fork Pump Station	Weekly routine checks	Complete
Schaads Reservoir	Weekly checks	Complete
	Emergency Action Plan (EAP) exercise	Complete
	DSOD inspection	Complete
Glencoe Pump Station	Weekly checks - routine monitoring	Complete
Ponderosa PRV Hydro	Weekly checks - routine monitoring	Complete
MCV PRV Hydro	Weekly checks - routine monitoring	Complete
Garamendi's PRV Hydro	Weekly checks - routine monitoring	Complete
	Remove 2" bypass	Complete
	2" Valve Repair (Tap Master)	Complete
San Andreas Distribution	Routine operations, sampling	Complete
	Gold Strike pressure station rebuild	Pending
	12" main repair at Rapetti Rd.	Follow-up
	Haul gravel-Murray Creek Rd.	Complete
	Rebuild PRV at cemetery pressure station	Complete
Moke Hill Distribution	Routine operations, sampling	Complete
	Meter locations and easements(Diamond maps)	Ongoing
	New 1" service install at 5769 Hwy 49	Complete
	New 1" service install at 5782 Hwy 49	Complete
Glencoe Distribution	Routine operations	Complete
Paloma Distribution	Routine operations, sampling	Complete
	Leak repair on 3/4" service line at 6214 Nine Oaks Rd.	Complete
	Leak repair on 8" main line at 6214 Nine Oaks Rd.	Complete
Rail Road Flat Distribution	Routine operations, sampling	Complete
	Straw/seed at damn repair site at Redhawk	Complete
	DSOD inspection at Redhawk	Complete
Safety/Training	Avoid Slips and Trips/ Be Prepared for an Emergency/ Job Hazard	Complete
	Analysis: Identify and Reduce Hazard/ Avoid Arc Flash	
Spray Program	Pesticide inventory	Complete
Vehicle Maintenance	2016 White Ford engine replacement	Pending

# Monthly Maintenance Report

## December 2020

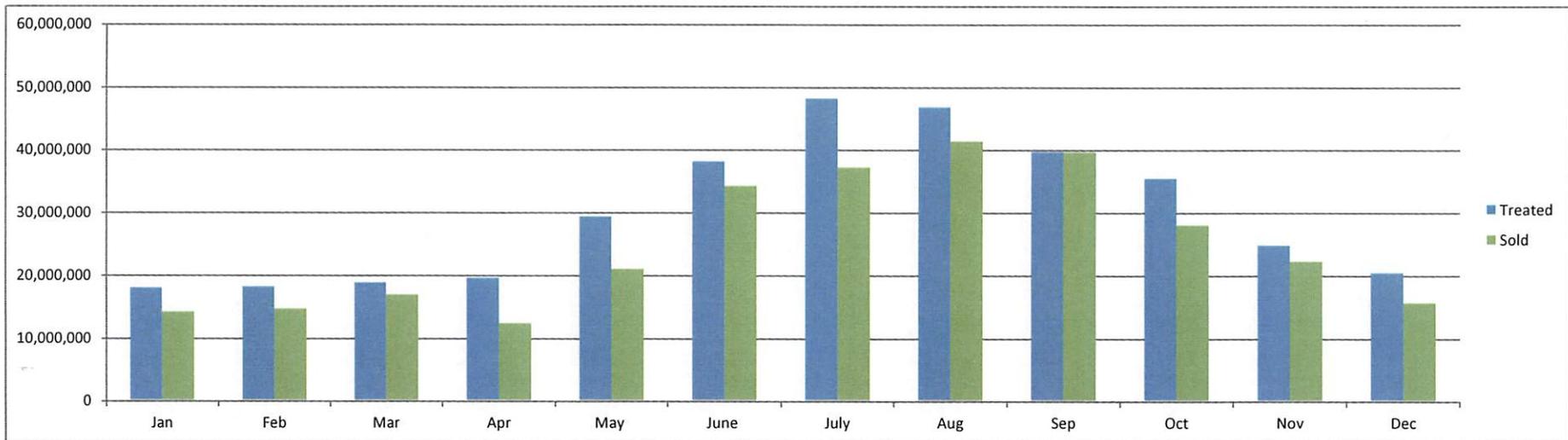
Other	40 USA tags completed	Complete
	33 Customer service/work orders	Ongoing
	Monthly meter reading	Complete
	0 Complaints	Complete
	1 New service inquiries- Hallas Dr.	Ongoing
	Revision of Operations Plan	Pending

		2020				2021							
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug
1													
2													
3													
4													
5													
6													
7													
8													
9			0.25										
10													
11													
12													
13													
14					1.50								
15													
16													
17													
18			1.50	0.71									
19			0.75										
20													
21													
22													
23													
24													
25													
26													
27													
28					0.80								
29													
30													
31					0.25								
Per Month			2.50	3.26									YTD Total
													5.76

**INSTRUCTIONS: Enter the rain total on the day you check rain guage.**

## Calaveras Public Utility District (2020) Water Treated and Water Sold Comparison

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>Treated</b>	17,976,016	18,120,398	18,767,208	19,511,089	29,307,606	38,085,265	48,179,429	46,777,807	39,690,337	35,400,608	24,818,172	20,406,312	<b>357,040,247</b>
<b>Sold</b>	14,154,158	14,629,479	16,918,802	12,374,759	21,001,211	34,221,411	37,207,305	41,436,155	39,655,808	28,039,163	22,308,539	15,667,339	<b>297,614,129</b>
<b>% difference</b>	-21.26%	-19.27%	-9.85%	-36.58%	-28.34%	-10.15%	-22.77%	-11.42%	-0.09%	-20.79%	-10.11%	-23.22%	<b>-16.64%</b>



**Financial Business**

- a. Approval of Claim Summary #747

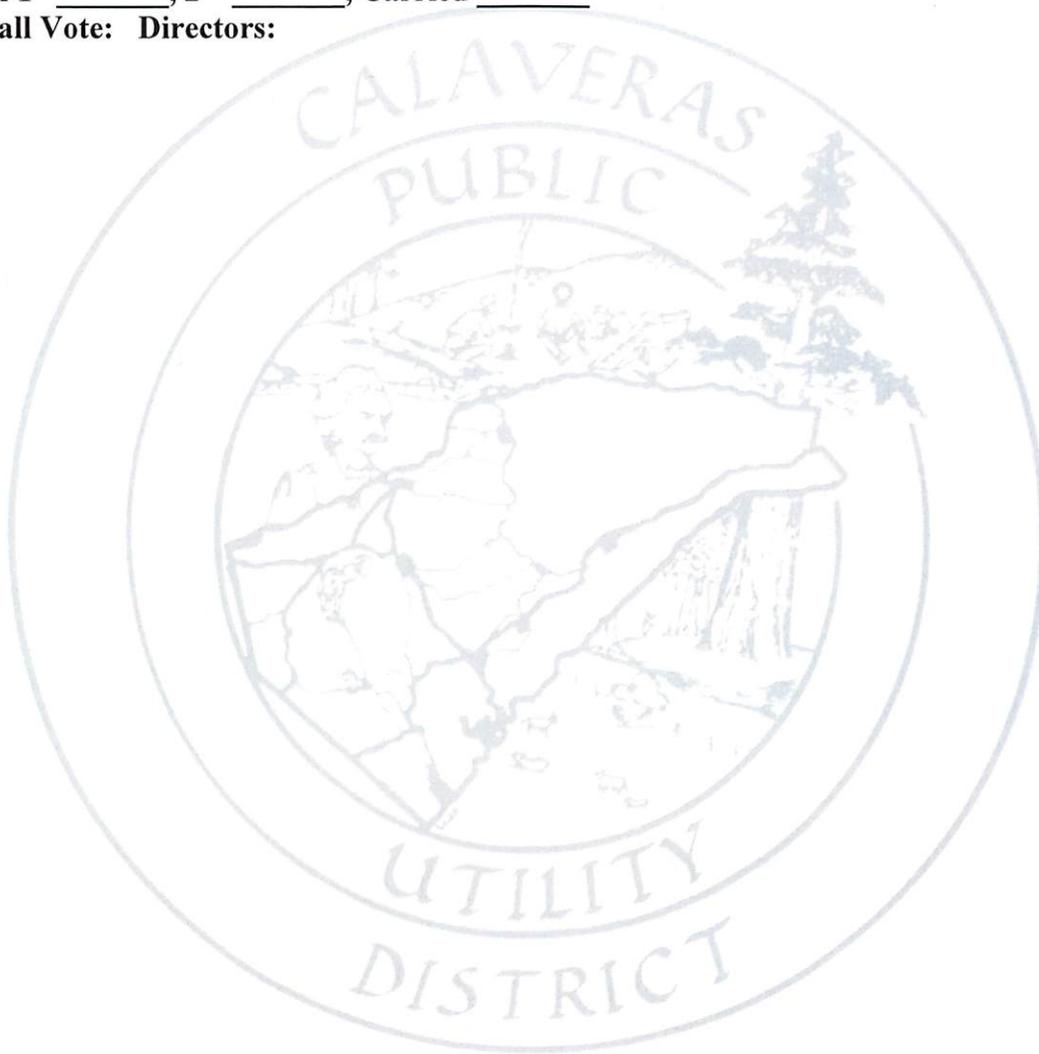
**Discussion**

The Claim Summary #747 submitted in the amount of \$470,952.19 reflects payments with descriptions showing on the Bill Payments for All Vendors report.

**Recommended Action:** Approval of Claim Summary #747: \$470,952.19

**Motion** 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, **Carried** \_\_\_\_\_

**Roll Call Vote: Directors:**



CALAVERAS PUBLIC UTILITY DISTRICT

CLAIM SUMMARY # 747

DATE: December 2020

The claims listed on the schedules attached to this summary have been examined and found to be correct and proper demands against the Calaveras Public Utility District.

Claims Submitted	\$404,443.52
Payroll Submitted	\$ 46,997.37
P/R Tax Deposits	\$ 19,511.30
<b>Sub-total</b>	<b>\$470,952.19</b>

Net Additions	
Net Deductions	
Claim Summary Approved for	<b>\$470,952.19</b>

  
\_\_\_\_\_  
General Manger, Calaveras Public Utility District

Calaveras Public Utility District  
**Summary Balance Sheet**  
As of December 31, 2020

	<u>Dec 31, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	170,231.43
Other Current Assets	<u>4,233,452.47</u>
Total Current Assets	4,403,683.90
Fixed Assets	8,658,866.34
Other Assets	<u>614,670.60</u>
<b>TOTAL ASSETS</b>	<b><u>13,677,220.84</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	-75.00
Other Current Liabilities	<u>1,955,198.24</u>
Total Current Liabilities	1,955,123.24
Long Term Liabilities	<u>114,544.07</u>
Total Liabilities	2,069,667.31
Equity	<u>11,607,553.53</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>13,677,220.84</u></b>

## Calaveras Public Utility District Bill Payments for All Vendors

Name	Num	Date	December 2020 Amount	GL#	Description
ACWA/JPIA	22759	12/30/2020	537.37	5643	Dental/Vision
Alpha Analytical Labs, Inc.	22739	12/17/2020	370.00	5434	Lab Fees
Amsterdam Printing & Litho	22760	12/30/2020	197.34	5620	Materials & Supplies
AT & T	22725	12/08/2020	663.19	5621/5432	Utilities
AT & T	22761	12/30/2020	66.21	5432	Utilities
Blood, Richard	22726	12/08/2020	25.00	5680	Directors Fee
Bolin Roofing, Inc.	22740	12/17/2020	9,315.00	1114	Roofing (WTP/Shop)
Brawner Automotive Repair	22741	12/17/2020	122.08	5424	Vehicle Maintenance
Cal PERS	EFT	12/08/2020	10,781.36	5643	Medical Insurance
Calaveras County Public Works Dept.	22762	12/30/2020	1,235.76	5426	Encroachment Permit -
Calaveras Public Power Agency	22742	12/17/2020	1,420.55	5230/5432/5621	Utilities
Carbon Copy Inc.	22763	12/30/2020	93.48	5623	Printer/Copier Contract
Care Free Lawns	22743	12/17/2020	150.00	5623	Landscaping contract
Cole Tiscornia Construction	22764	12/30/2020	15,163.00	5422	Leak repairs
Comcast	22744	12/17/2020	310.38	5621	Utilities
Country Feed and More	22745	12/17/2020	21.45	5421	Materials & Supplies
Cunningham, John	22746	12/17/2020	167.53	5429	Safety Boot Allowance -reimb.
Datco Billing	22727	12/08/2020	78.00	5623	Contract Services
De Lage Landen Financial Services Inc.	22747	12/17/2020	87.85	5623	Printer/Copier Contract
Dell'Orto, J.W.	22728	12/08/2020	25.00	5680	Directors Fee
Fischer, Merle	22729	12/08/2020	371.07	5647	Post retirement Health
Grainger	22748	12/17/2020	159.20	5421	Materials & Supplies
Henwood Associates, Inc.	22749	12/17/2020	1,600.37	5200	Hydro maintenance
Hill Rivkins Brown & Associates	22750	12/17/2020	6,932.50	5682	Legal services
Hobgood's Cleaning Service	22751	12/17/2020	160.00	5623	Janitorial services
Hunt & Sons Inc.	22730	12/08/2020	614.63	5424	Fuel
Hunt & Sons Inc.	22752	12/17/2020	566.35	5424	Fuel
Hunt & Sons Inc.	22765	12/30/2020	592.87	5424	Fuel
KASL Counsulting Engineers	22753	12/17/2020	638.50	5430	Engineering - Modeling
Lavaroni, John	22731	12/08/2020	25.00	5680	Directors Fee
Lehigh Hanson	22766	12/30/2020	669.49	5421	Materials & Supplies
Matrix Trust Company	22767	12/30/2020	400.00	2317	457 Plan
McMaster-Carr	22754	12/17/2020	33.56	5322	WTP supplies
Motherlode Answering Service	22732	12/08/2020	203.00	5623	Answering Service
Moyle Excavation, Inc.	22733	12/08/2020	279,970.88	1117	FEMA Proj 4431
Northern Tool & Equipment	22768	12/30/2020	364.54	5429	Safety - Rain Boots
Pace Supply	22769	12/30/2020	6,065.32	5421	1st Quarter Inventory
Pacific Gas & Electric	22734	12/08/2020	557.20	5432	Utilities
Pacific Gas & Electric	22755	12/17/2020	533.95	5432/5620	Utilities
Pacific Gas & Electric	22770	12/30/2020	199.56	5432	Utilities
Pollard Water	22735	12/08/2020	477.80	5429	Safety
Postmaster	22758	12/23/2020	700.00	5622	Postage
Public Employees Retirement System	EFT	12/08/2020	3,590.82	5645	Retirement
Public Employees Retirement System	EFT	12/16/2020	3,604.79	5645	Retirement

## Calaveras Public Utility District Bill Payments for All Vendors

December 2020

Public Employees Retirement System	EFT	12/29/2020	6,234.72	5645	Retirement
Public Employees Retirement System	EFT	12/09/2020	7,412.22	5645	Retirement
Sender's Market Inc.	22771	12/30/2020	62.35	5421	Materials & Supplies
Speer, Scott	22736	12/08/2020	25.00	5680	Directors Fee
Staples Credit Plan	22737	12/08/2020	628.87	5620	Materials & Supplies
SWRCB-DWOC Accounting Office	22772	12/30/2020	4,070.00	5426	Water Permit fee
Tap Master, Inc	22773	12/30/2020	10,528.00	5422	Hydro Repair/Hot Tap Garamendi
USA Blue Book	22738	12/08/2020	1,650.32	5230	WTP Supplies - Lab
USA Blue Book	22756	12/17/2020	296.64	5320	WTP Supplies - Lab
USC Foundation	22774	12/30/2020	120.00	5683	Membership
Verizon Wireless	22775	12/30/2020	300.55	5432	Utilities
Weber, Ghio & Associates	22776	12/30/2020	22,090.90	5684	Engineering - General
Wells Fargo Bank	22757	12/17/2020	1,152.00	5424/5620/5421	fuel/Material & Supplies
			<b><u>404,433.52</u></b>		

# PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS	
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,770:73	Social Security	219:35	457 EE Pretax	100:00	Direct Deposit # 21000
	Overtime	47:9550	16:00	767:28	Medicare	51:31			Check Amt
					Fed Income Tax	467:28			0.00
					CA Income Tax	83:99			Chkg 0017
				CA Disability	35:38				2,580.70
	EMPLOYEE TOTAL		16.00	3,538:01		857:31		100:00	Net Pay
									2,580.70
Dresser, Michael R 16	Salary			2,279:33	Social Security	153:55	Retirement	149:35	Direct Deposit # 21001
	Overtime	39:4500	5:00	197:25	Medicare	35:91			Check Amt
					CA Income Tax	92:83			0.00
					CA Disability	24:77			Chkg 5930
									2,020.17
	EMPLOYEE TOTAL		5.00	2,476:58		307:06		149:35	Net Pay
									2,020.17
Moe, James G 8	Salary			2,804:53	Social Security	231:06			Direct Deposit # 21002
	Overtime	48:5400	19:00	922:26	Medicare	54:04			Check Amt
					Fed Income Tax	391:26			0.00
					CA Income Tax	146:71			Chkg 5056
				CA Disability	37:27				2,866.45
	EMPLOYEE TOTAL		19.00	3,726:79		860:34			Net Pay
									2,866.45
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708:21	Social Security	311:98	457 EE Pretax	300:00	Direct Deposit # 21003
	CPUD Ins			323:77	Medicare	72:96			Check Amt
	Sick		M10:00		Fed Income Tax	764:99			0.00
					CA Income Tax	354:37			Chkg 2134
				CA Disability	50:32			Chkg 8258	2,177.36
	EMPLOYEE TOTAL		10.00	5,031:98		1,554:62		300:00	Net Pay
									3,177.36
**** 30 METERS Duke, Kelly 9	Hourly	26:4000	34:00	897:60	Social Security	55:65			Readychex # 1939800130
					Medicare	13:02			Check Amt
					Fed Income Tax	130:48			627.92
					CA Income Tax	61:55			
				CA Disability	8:98				
	EMPLOYEE TOTAL		34.00	897:60		269:68			Net Pay
									627.92
**** 40 CUSTOMER SERV. REP. Bear, Carissa C 12	Salary			1,699:53	Social Security	105:37	Retirement	110:22	Direct Deposit # 21004
					Medicare	24:65			Check Amt
					Fed Income Tax	114:76			0.00
					CA Income Tax	39:02			Chkg 4811
				CA Disability	17:00			Chkg 6990	1,088.51
	EMPLOYEE TOTAL			1,699:53		300:80		110:22	Net Pay
									1,288.51

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# PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS				
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS			
**** 50 WATER TREATMENT Rovera, Wyatt N 13	Salary			2,924.83	Social Security	189.19	Retirement	192.93	Direct Deposit # 21005		
	Overtime	50.6250	2.50	126.56	Medicare	44.24			Check Amt	0.00	
					Fed Income Tax	379.19			Chkg 9965	2,076.30	
					CA Income Tax	139.03					
				CA Disability	30.51						
	EMPLOYEE TOTAL		2.50	3,051.39		782.16	192.93		Net Pay	2,076.30	
**** 60 ADMIN. ACCT. ASSIST. Storm, Kathleen J 15	Hourly	25.0000	24.00	600.00	Social Security	37.20			Direct Deposit # 21006		
					Medicare	8.70			Check Amt	0.00	
					Fed Income Tax	58.33			Chkg 6876	489.77	
					CA Disability	6.00					
	EMPLOYEE TOTAL		24.00	600.00		110.23			Net Pay	489.77	
**** 70 SUPERINTENDENT Roberts, Mathew A 10	Salary			3,711.07	Social Security	230.08			Direct Deposit # 21007		
	Sick		M12.00		Medicare	53.82			Check Amt	0.00	
	Vacation		M24.00		Fed Income Tax	326.37			Chkg 3506	2,844.35	
					CA Income Tax	219.34					
				CA Disability	37.11						
	EMPLOYEE TOTAL		36.00	3,711.07		866.72			Net Pay	2,844.35	
<b>COMPANY TOTALS</b> 9 Person(s) 9 Transaction(s)	Hourly		58.00	1,497.60	Social Security	1,533.43	457 EE Pretax	400.00	Check Amt	627.92	
	Salary			20,898.23	Medicare	358.65	Retirement	452.50	Dir Dep	17,343.61	
	Overtime		42.50	2,013.35	Fed Income Tax	2,632.66					
	CPUD Ins			323.77	CA Income Tax	1,136.84					
	Sick		22.00		CA Disability	247.34					
	Vacation		24.00								
		COMPANY TOTAL		146.50	24,732.95		5,908.92	852.50		Net Pay	17,971.53
						<i>Employer Liabilities</i>					
						Social Security	1,533.45				
						Medicare	358.63				
					TOTAL EMPLOYER LIABILITY	1,892.08					
					TOTAL TAX LIABILITY	7,801.00					

(IC) = Independent Contractor

# PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 10 MAINTENANCE Cunningham, John L 1	Retro Pay			2,904:99	Social Security 180:11 Medicare 42:12 Fed Income Tax 350:02 CA Income Tax 53:64 CA Disability 29:05		GN Direct Deposit # 20994 Check Amt 0.00 Chkg 0017 2,250.05	
	EMPLOYEE TOTAL				2,904:99	654:94	Net Pay 2,250.05	
	Dresser, Michael R 16	Retro Pay			1,892:24	Social Security 117:32 Medicare 27:44 CA Income Tax 50:89 CA Disability 18:92	Retirement 123:20	GN Direct Deposit # 20995 Check Amt 0.00 Chkg 5930 1,554.47
		EMPLOYEE TOTAL				1,892:24	214:57	123:20 Net Pay 1,554.47
		Moe, James G 8	Retro Pay			2,785:22	Social Security 172:69 Medicare 40:38 Fed Income Tax 278:27 CA Income Tax 87:87 CA Disability 27:85	
EMPLOYEE TOTAL				2,785:22	607:06	Net Pay 2,178.16		
**** 40 CUSTOMER SERV. REP. Bear, Carissa C 12			Retro Pay			1,327:61	Social Security 82:32 Medicare 19:25 Fed Income Tax 74:67 CA Income Tax 23:17 CA Disability 13:28	Retirement 85:11
	EMPLOYEE TOTAL				1,327:61	212:69	85:11 Net Pay 1,029.81	
	**** 50 WATER TREATMENT Rovera, Wyatt N 13		Retro Pay			2,745:43	Social Security 170:21 Medicare 39:81 Fed Income Tax 314:55 CA Income Tax 110:05 CA Disability 27:45	Retirement 180:82
		EMPLOYEE TOTAL				2,745:43	662:07	180:82 Net Pay 1,902.54
		**** 70 SUPERINTENDENT Roberts, Mathew A 10	Retro Pay			3,171:01	Social Security 196:61 Medicare 45:97 Fed Income Tax 261:56 CA Income Tax 164:09 CA Disability 31:71	
EMPLOYEE TOTAL				3,171:01	699:94	Net Pay 2,471.07		

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EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
<b>COMPANY TOTALS</b> 6 Person(s) 6 Transaction(s)	Retro Pay			14,826.50			
					Social Security      919.26 Medicare                214.97 Fed Income Tax        1,279.07 CA Income Tax        489.71 CA Disability         148.26	Retirement            389.13	Check Amt            0.00 Dir Dep                11,386.10
	COMPANY TOTAL:			14,826.50	3,051.27	389.13	Net Pay      11,386.10
					<i>Employer Liabilities</i>		
					Social Security      919.24 Medicare                214.99		
				TOTAL EMPLOYER LIABILITY	1,134.23		
				TOTAL TAX LIABILITY	4,185.50		
(IC) = Independent Contractor							

# PAYROLL JOURNAL

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EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS					
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,449:20	Social Security	169:76	457 EE Pretax	100:00	Direct Deposit # 20986
	Overtime	42:3900	5:00	211:95	Medicare	39:70			Check Amt
	CPUD Ins			76:86	Fed Income Tax	291:28			Chkg 0017
	Sick		M2:00		CA Income Tax	41:90			2,067.99
					CA Disability	27:38			
	EMPLOYEE TOTAL		7:00	2,738:01		570:02	100:00		Net Pay
									2,067.99
Dresser, Michael R 16	Salary			1,971:67	Social Security	193:55	Retirement	128:97	Direct Deposit # 20987
	Overtime	34:1250	10:00	341:25	Medicare	45:27			Check Amt
	CPUD Ins			808:86	Fed Income Tax	4:14			Chkg 5930
	Sick		M40:00		CA Income Tax	157:04			2,561.59
					CA Disability	31:22			
	EMPLOYEE TOTAL		50:00	3,121:78		431:22	128:97		Net Pay
									2,561.59
Moe, James G 8	Salary			2,464:96	Social Security	176:80			Direct Deposit # 20988
	Overtime	42:6600	8:50	362:61	Medicare	41:35			Check Amt
	CPUD Ins			24:12	Fed Income Tax	286:24			Chkg 5056
	Sick		M3:00		CA Income Tax	90:80			2,227.98
					CA Disability	28:52			
	EMPLOYEE TOTAL		11:50	2,851:69		623:71			Net Pay
									2,227.98
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708:21	Social Security	311:99	457 EE Pretax	300:00	Direct Deposit # 20989
	CPUD Ins			323:77	Medicare	72:96			Check Amt
	Sick		M2:00		Fed Income Tax	764:99			Chkg 2134
	Vacation		M4:00		CA Income Tax	354:37			Chkg 8258
					CA Disability	50:32			2,177.35
	EMPLOYEE TOTAL		6:00	5,031:98		1,554:63	300:00		Net Pay
									3,177.35
**** 40 CUSTOMER SERV. REP. Bear, Carissa C 12	Salary			1,545:27	Social Security	146:31	Retirement	99:80	Direct Deposit # 20990
	Overtime	26:7450	1:00	26:75	Medicare	34:22			Check Amt
	CPUD Ins			787:83	Fed Income Tax	195:25			Chkg 4811
	Sick		M11:50		CA Income Tax	86:92			Chkg 6990
					CA Disability	23:60			1,573.75
	EMPLOYEE TOTAL		12:50	2,359:85		486:30	99:80		Net Pay
									1,773.75
**** 50 WATER TREATMENT Rovera, Wyatt N 13	Retro Pay			14:62	Social Security	203:63	Retirement	174:98	Direct Deposit # 20991
	Salary			2,658:93	Medicare	47:62			Check Amt
	Overtime	46:0200	0:50	23:01	Fed Income Tax	434:38			Chkg 9965
	CPUD Ins			587:74	CA Income Tax	164:70			2,226.15
	Sick		M40:00		CA Disability	32:84			

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# PAYROLL JOURNAL

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
<b>**** 50 WATER TREATMENT (cont.)</b>								
Rovera, Wyatt N (cont.)								
13								
EMPLOYEE TOTAL			40.50	3,284.30		883.17	174.98	Net Pay 2,226.15
<b>**** 60 ADMIN. ACCT. ASSIST.</b>								
Storm, Kathleen J								
15								
Hourly		25.0000	42.00	1,050.00	Social Security 65.10 Medicare 15.23 Fed Income Tax 105.77 CA Income Tax 14.90 CA Disability 10.50			Direct Deposit # 20992 Check Amt 0.00 Chkg 6876 838.50
EMPLOYEE TOTAL			42.00	1,050.00		211.50		Net Pay 838.50
<b>**** 70 SUPERINTENDENT</b>								
Roberts, Mathew A								
10								
Salary				3,374.11	Social Security 238.15 Medicare 55.70 Fed Income Tax 341.99 CA Income Tax 232.66 CA Disability 38.41	Health Ins Pst tax 167.93		Direct Deposit # 20993 Check Amt 0.00 Chkg 3506 2,766.43
Overtime		58.3950	8.00	467.16				
Sick			M2.50					
EMPLOYEE TOTAL			10.50	3,841.27		906.91	167.93	Net Pay 2,766.43
<b>COMPANY TOTALS</b>								
8 Person(s)								
8 Transaction(s)								
Hourly			42.00	1,050.00	Social Security 1,505.29 Medicare 352.05 Fed Income Tax 2,424.04 CA Income Tax 1,143.29 CA Disability 242.79	457 EE Pretax 400.00 Health Ins Pst ta 167.93 Retirement 403.75		Check Amt 0.00 Dir Dep 17,639.74
Retro Pay				14.62				
Salary				19,172.35				
Overtime			33.00	1,432.73				
CPUD Ins				2,609.18				
Sick			10.00					
Vacation			4.00					
COMPANY TOTAL			180.00	24,278.88		5,667.46	971.68	Net Pay 17,639.74
					<i>Employer Liabilities</i>			
					Social Security 1,505.29 Medicare 352.05			
				TOTAL EMPLOYER LIABILITY	1,857.34			
				TOTAL TAX LIABILITY	7,524.80			
(IC) = Independent Contractor								

**Review of Updated Salary Structure**

This item is provided for informational purposes and reflects the updated Salary Structure approved at the December 9, 2020. The pay ranges and salary updates which were effective August 1, 2020 were retroactively paid to SEIU members upon ratification of the MOU on December 30, 2020.



Calaveras Public Utility District  
Salary Structure  
Effective August 1, 2020\*\*

Job Title	Pay Range	Step A		Step B		Step C		Step D		Step E	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Account Clerk I / Cust. Service Rep.	3	\$2,355.60	\$13.59	\$2,471.73	\$14.26	\$2,596.53	\$14.98	\$2,726.53	\$15.73	\$2,863.47	\$16.52
<b>Account Clerk I / Cust. Service Rep.</b>	<b>3</b>	<b>\$2,795.87</b>	<b>\$16.13</b>	<b>\$2,934.53</b>	<b>\$16.93</b>	<b>\$3,081.87</b>	<b>\$17.78</b>	<b>\$3,236.13</b>	<b>\$18.67</b>	<b>\$3,399.07</b>	<b>\$19.61</b>
Account Clerk III / Admin Account Assistant*	14	\$2,726.53	\$15.73	\$3,009.07	\$16.52	\$3,159.87	\$17.36	\$3,317.60	\$18.23	\$3,484.00	\$19.14
<b>Account Clerk III / Admin Account Assistant*</b>	<b>14</b>	<b>\$4,785.73</b>	<b>\$27.61</b>	<b>\$5,026.67</b>	<b>\$29.00</b>	<b>\$5,276.27</b>	<b>\$30.44</b>	<b>\$5,541.47</b>	<b>\$31.97</b>	<b>\$5,817.07</b>	<b>\$33.56</b>
Water Utility Worker I	10	\$3,317.60	\$19.14	\$3,317.60	\$20.10	\$3,484.00	\$21.10	\$3,659.07	\$22.16	\$3,841.07	\$23.27
<b>Water Utility Worker I</b>	<b>10</b>	<b>\$3,934.67</b>	<b>\$22.70</b>	<b>\$4,132.27</b>	<b>\$23.84</b>	<b>\$4,338.53</b>	<b>\$25.03</b>	<b>\$4,558.67</b>	<b>\$26.30</b>	<b>\$4,785.73</b>	<b>\$27.61</b>
Water Utility Worker II	12	\$3,659.07	\$21.11	\$3,659.07	\$22.16	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65
<b>Water Utility Worker II</b>	<b>12</b>	<b>\$4,338.53</b>	<b>\$25.03</b>	<b>\$4,558.67</b>	<b>\$26.30</b>	<b>\$4,785.73</b>	<b>\$27.61</b>	<b>\$5,026.67</b>	<b>\$29.00</b>	<b>\$5,276.27</b>	<b>\$30.44</b>
Water Utility Worker III	14	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65	\$4,446.00	\$26.93	\$4,667.87	\$28.28
<b>Water Utility Worker III</b>	<b>14</b>	<b>\$4,785.73</b>	<b>\$27.61</b>	<b>\$5,026.67</b>	<b>\$29.00</b>	<b>\$5,276.27</b>	<b>\$30.44</b>	<b>\$5,541.47</b>	<b>\$31.97</b>	<b>\$5,817.07</b>	<b>\$33.56</b>
Water Utility Worker IV	17	\$4,667.87	\$26.93	\$4,901.87	\$28.28	\$5,146.27	\$29.69	\$5,404.53	\$31.18	\$5,673.20	\$32.73
<b>Water Utility Worker IV</b>	<b>17</b>	<b>\$5,541.47</b>	<b>\$31.97</b>	<b>\$5,817.07</b>	<b>\$33.56</b>	<b>\$6,106.53</b>	<b>\$35.23</b>	<b>\$6,411.60</b>	<b>\$36.99</b>	<b>\$6,734.00</b>	<b>\$38.85</b>
Chief Treatment Plant Operator	17	\$4,667.87	\$26.93	\$4,901.87	\$28.28	\$5,146.27	\$29.69	\$5,404.53	\$31.18	\$5,673.20	\$32.73
<b>Chief Treatment Plant Operator</b>	<b>17</b>	<b>\$5,541.47</b>	<b>\$31.97</b>	<b>\$5,817.07</b>	<b>\$33.56</b>	<b>\$6,106.53</b>	<b>\$35.23</b>	<b>\$6,411.60</b>	<b>\$36.99</b>	<b>\$6,734.00</b>	<b>\$38.85</b>
Water System Superintendent	23	\$5,957.47	\$43.23	\$6,255.60	\$45.39	\$6,567.60	\$47.66	\$7,136.13	\$50.04	\$7,493.20	\$52.55
<b>Water System Superintendent</b>	<b>23</b>	<b>\$7,422.13</b>	<b>\$42.82</b>	<b>\$7,793.07</b>	<b>\$44.96</b>	<b>\$8,469.07</b>	<b>\$48.86</b>	<b>\$8,892.00</b>	<b>\$51.30</b>	<b>\$9,337.47</b>	<b>\$53.87</b>
Water System Superintendent	26	\$5,957.47	\$43.23	\$6,255.60	\$45.39	\$6,567.60	\$47.66	\$7,136.13	\$50.04	\$7,493.20	\$52.55
<b>Water System Superintendent</b>	<b>26</b>	<b>\$8,892.00</b>	<b>\$51.30</b>	<b>\$9,337.47</b>	<b>\$53.87</b>	<b>\$9,803.73</b>	<b>\$56.56</b>	<b>\$10,292.53</b>	<b>\$59.38</b>	<b>\$10,809.07</b>	<b>\$62.36</b>
District Manager	Board	\$8,261.07	\$47.66	\$7,867.60	\$50.04	\$8,261.07	\$52.55	\$8,673.60	\$53.31	\$9,106.93	\$55.98
<b>**effective 8/1/2020 board approved 12/9/2020</b>											

Water System Superintendant Range 23-26 (DOQ)

\*Changed to Salary Range 14 per Board action 9/2020.

**Calaveras Public Utility District  
Salary Structure**

Job Title	Pay	Step A		Step B		Step C		Step D		Step E	
	Range	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Account Clerk I / Cust. Service Rep.	3	\$2,795.87	\$16.13	\$2,934.53	\$16.93	\$3,081.87	\$17.78	\$3,236.13	\$18.67	\$3,399.07	\$19.61
Account Clerk III / Admin Account Assistant*	14	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44	\$5,541.47	\$31.97	\$5,817.07	\$33.56
Water Utility Worker I	10	\$3,934.67	\$22.70	\$4,132.27	\$23.84	\$4,338.53	\$25.03	\$4,558.67	\$26.30	\$4,785.73	\$27.61
Water Utility Worker II	12	\$4,338.53	\$25.03	\$4,558.67	\$26.30	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44
Water Utility Worker III	14	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44	\$5,541.47	\$31.97	\$5,817.07	\$33.56
Water Utility Worker IV	17	\$5,541.47	\$31.97	\$5,817.07	\$33.56	\$6,106.53	\$35.23	\$6,411.60	\$36.99	\$6,734.00	\$38.85
Chief Treatment Plant Operator	17	\$5,541.47	\$31.97	\$5,817.07	\$33.56	\$6,106.53	\$35.23	\$6,411.60	\$36.99	\$6,734.00	\$38.85
Water System Superintendent	23	\$7,422.13	\$42.82	\$7,793.07	\$44.96	\$8,469.07	\$48.86	\$8,892.00	\$51.30	\$9,337.47	\$53.87
Water System Superintendent	26	\$8,892.00	\$51.30	\$9,337.47	\$53.87	\$9,803.73	\$56.56	\$10,292.53	\$59.38	\$10,809.07	\$62.36
District Manager	Board	\$8,261.07	\$47.66	\$7,867.60	\$50.04	\$8,261.07	\$52.55	\$8,673.60	\$53.31	\$9,106.93	\$55.98

Water System Superintendant Range 23-26 (DOQ)

\*Changed to Salary Range 14 per Board action 9/2020.

Calaveras Public Utility District

Salary Structure

Effective August 1, 2020 - Approved December 8, 2020

Range	Step A w/10% SEIU MOU		Step B w/10% SEIU MOU		Step C w/10% SEIU MOU		Step D w/10% SEIU MOU		Step E w/10% SEIU MOU	
1	\$2,662.40	\$15.36	\$2,795.87	\$16.13	\$2,934.53	\$16.93	\$3,081.87	\$17.78	\$3,236.13	\$18.67
3	\$2,795.87	\$16.13	\$2,934.53	\$16.93	\$3,081.87	\$17.78	\$3,236.13	\$18.67	\$3,399.07	\$19.61
4	\$2,934.53	\$16.93	\$3,081.87	\$17.78	\$3,236.13	\$18.67	\$3,399.07	\$19.61	\$3,568.93	\$20.59
5	\$3,081.87	\$17.78	\$3,236.13	\$18.67	\$3,399.07	\$19.61	\$3,568.93	\$20.59	\$3,749.20	\$21.63
6	\$3,236.13	\$18.67	\$3,399.07	\$19.61	\$3,568.93	\$20.59	\$3,749.20	\$21.63	\$3,934.67	\$22.70
7	\$3,399.07	\$19.61	\$3,568.93	\$20.59	\$3,749.20	\$21.63	\$3,934.67	\$22.70	\$4,132.27	\$23.84
8	\$3,568.93	\$20.59	\$3,749.20	\$21.63	\$3,934.67	\$22.70	\$4,132.27	\$23.84	\$4,338.53	\$25.03
9	\$3,749.20	\$21.63	\$3,934.67	\$22.70	\$4,132.27	\$23.84	\$4,338.53	\$25.03	\$4,558.67	\$26.30
10	\$3,934.67	\$22.70	\$4,132.27	\$23.84	\$4,338.53	\$25.03	\$4,558.67	\$26.30	\$4,785.73	\$27.61
11	\$4,132.27	\$23.84	\$4,338.53	\$25.03	\$4,558.67	\$26.30	\$4,785.73	\$27.61	\$5,026.67	\$29.00
12	\$4,338.53	\$25.03	\$4,558.67	\$26.30	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44
13	\$4,558.67	\$26.30	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44	\$5,541.47	\$31.97
14	\$4,785.73	\$27.61	\$5,026.67	\$29.00	\$5,276.27	\$30.44	\$5,541.47	\$31.97	\$5,817.07	\$33.56
15	\$5,026.67	\$29.00	\$5,276.27	\$30.44	\$5,541.47	\$31.97	\$5,817.07	\$33.56	\$6,106.53	\$35.23
16	\$5,276.27	\$30.44	\$5,541.47	\$31.97	\$5,817.07	\$33.56	\$6,106.53	\$35.23	\$6,411.60	\$36.99
17	\$5,541.47	\$31.97	\$5,817.07	\$33.56	\$6,106.53	\$35.23	\$6,411.60	\$36.99	\$6,734.00	\$38.85
18	\$5,817.07	\$33.56	\$6,106.53	\$35.23	\$6,411.60	\$36.99	\$6,734.00	\$38.85	\$7,070.27	\$40.79
19	\$6,106.53	\$35.23	\$6,411.60	\$36.99	\$6,734.00	\$38.85	\$7,070.27	\$40.79	\$7,422.13	\$42.82
20	\$6,411.60	\$36.99	\$6,734.00	\$38.85	\$7,070.27	\$40.79	\$7,422.13	\$42.82	\$7,793.07	\$44.96
21	\$6,734.00	\$38.85	\$7,070.27	\$40.79	\$7,422.13	\$42.82	\$7,793.07	\$44.96	\$8,469.07	\$48.86
22	\$7,070.27	\$40.79	\$7,422.13	\$42.82	\$7,793.07	\$44.96	\$8,469.07	\$48.86	\$8,892.00	\$51.30
23	\$7,422.13	\$42.82	\$7,793.07	\$44.96	\$8,469.07	\$48.86	\$8,892.00	\$51.30	\$9,337.47	\$53.87
24	\$7,793.07	\$44.96	\$8,469.07	\$48.86	\$8,892.00	\$51.30	\$9,337.47	\$53.87	\$9,803.73	\$56.56
25	\$8,469.07	\$48.86	\$8,892.00	\$51.30	\$9,337.47	\$53.87	\$9,803.73	\$56.56	\$10,292.53	\$59.38
26	\$8,892.00	\$51.30	\$9,337.47	\$53.87	\$9,803.73	\$56.56	\$10,292.53	\$59.38	\$10,809.07	\$62.36
27	\$9,337.47	\$53.87	\$9,803.73	\$56.56	\$10,292.53	\$59.38	\$10,809.07	\$62.36	\$11,348.13	\$65.47
28	\$9,803.73	\$56.56	\$10,292.53	\$59.38	\$10,809.07	\$62.36	\$11,348.13	\$65.47	\$11,916.67	\$68.75
29	\$10,292.53	\$59.38	\$10,809.07	\$62.36	\$11,348.13	\$65.47	\$11,916.67	\$68.75	\$12,512.93	\$72.19
30	\$10,809.07	\$62.36	\$11,348.13	\$65.47	\$11,916.67	\$68.75	\$12,512.93	\$72.19	\$13,136.93	\$75.79
31	\$11,348.13	\$65.47	\$11,916.67	\$68.75	\$12,512.93	\$72.19	\$13,136.93	\$75.79	\$13,795.60	\$79.59

Effective August 1, 2020 per SEIU MOU agreement

**Consideration of Resolution 2021-2; Resolution of Appreciation Honoring – Clifford Overmier**

**Background:**

Director Overmier applied in 2001 for the Board vacancy left by Director Charlie Moore. Director Overmier has served for over 20 years to the District, Constituents and Board of Directors. During his tenure he has supported line replacement project, water treatment and support the Board in the decision and policy making that will make a difference in years to come.

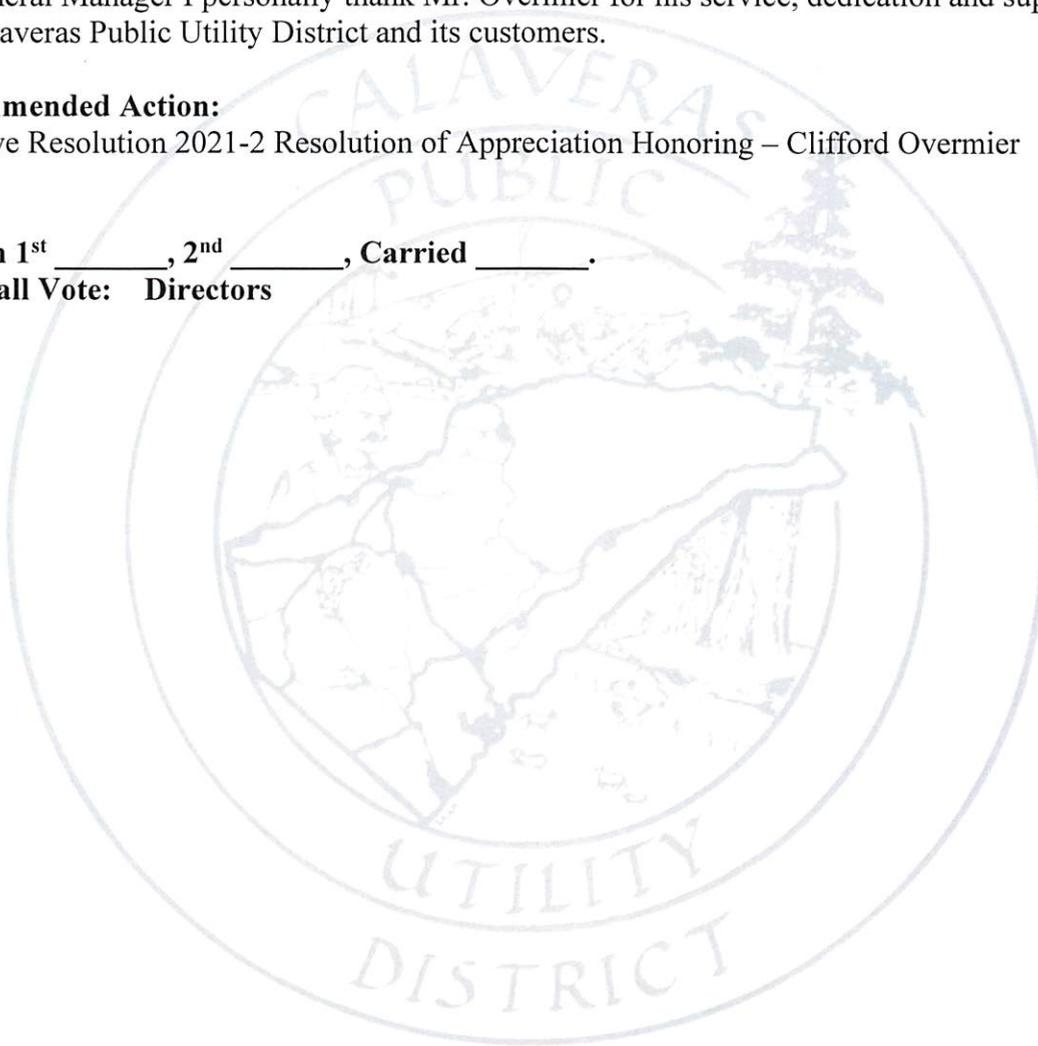
As General Manager I personally thank Mr. Overmier for his service, dedication and support of the Calaveras Public Utility District and its customers.

**Recommended Action:**

Approve Resolution 2021-2 Resolution of Appreciation Honoring – Clifford Overmier

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**

**Roll Call Vote: Directors**



RESOLUTION 2021-2

RESOLUTION OF APPRECIATION HONORING

*Clifford Overmier*

WHEREAS, the Calaveras Public Utility District is an unincorporated Special District formed in 1934 as a result of a general election of Calaveras County voters, and

WHEREAS, the Board of Directors of the District consists of five members who are elected from the registered voters that reside in the District, and

WHEREAS, Directors of the Board are required to give considerable personal time to perform the duties of Director, and

WHEREAS, Clifford Overmier dedicated himself to service in the position of Director on the Board of Directors for twenty years beginning in 2001, and

WHEREAS, the improvements made to the Calaveras Public Utility District facilities during Director Clifford Overmier's tenure will serve the community for many decades to come, and

WHEREAS, the Board of Directors wishes to commend Clifford Overmier for his years of dedicated service to the Calaveras Public Utility District and his dedication to the community in which he has served.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Calaveras Public Utility District desires by this Resolution to commend Director Clifford Overmier and does hereby pay tribute to him for his dedicated service to the Board of Directors as well as to the constituents of the Calaveras Public Utility District.

ADOPTED, this 9<sup>th</sup> day of January 2021.

ATTEST:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
General Manager

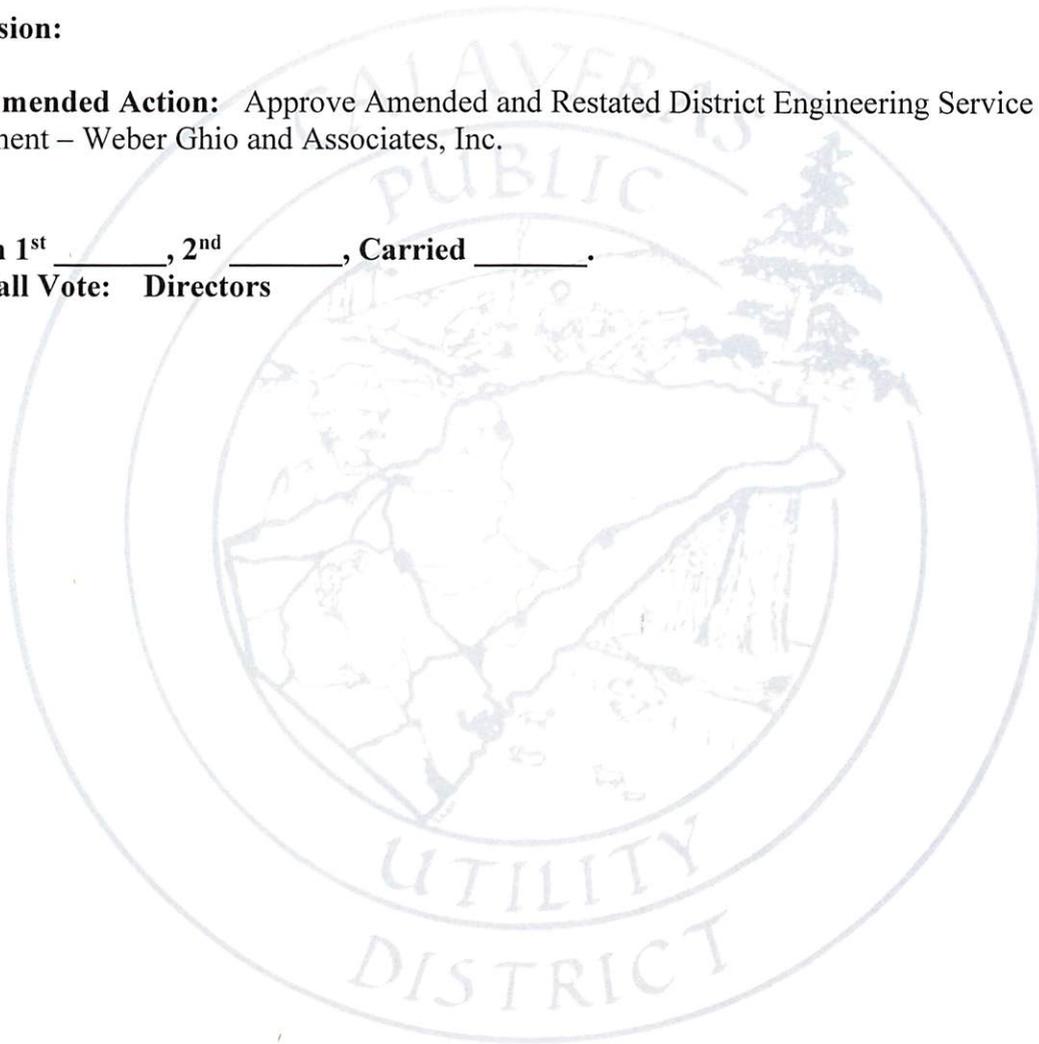
**Consideration of Amended and Restated District Engineering Service Agreement – Weber, Ghio and Associate, Inc.**

**Background:** At the September Board meeting there was concern expressed regarding the inclusion modeling licensing language to the engineering service agreement. Included in the Board packet for consideration is the redline version for review and clean version of modified language. Also confirmed that the 2018 rate schedule and have received the updated insurance information.

**Discussion:**

**Recommended Action:** Approve Amended and Restated District Engineering Service Agreement – Weber Ghio and Associates, Inc.

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**  
**Roll Call Vote: Directors**



## AMENDED AND RESTATED DISTRICT ENGINEERING SERVICES AGREEMENT

THIS AMENDED AND RESTATED DISTRICT ENGINEERING SERVICES AGREEMENT (“Agreement”) is entered into as of this 3<sup>rd</sup> day of December, 2020, by and between the **Calaveras Public Utility District**, a Public Utility District formed and existing under the laws of the State of California (“District”) and **Weber, Ghio & Associates, Inc.**, a California corporation (“Engineer”). This Agreement replaces and supersedes all prior agreements between the parties regarding the subject matter hereof, and specifically the District Engineer Service Agreement between the parties, which shall be terminated upon the execution of this Agreement by the parties. The parties hereto agree as follows:

### ARTICLE I. SCOPE OF SERVICES

A. Engineer agrees to perform all District consultant services as District Engineer as follows (the “Scope of Work”):

1. Public Works Coordination;
2. Subdivision Improvement Plan Checking and Construction Inspection, if required;
3. Provide Environmental and Technical Review for Projects;
4. Prepare Special and Technical Reports;
5. Prepare Plans and Specifications for Public Works Projects;
6. Manage and support District’s hydraulic water distribution model;
7. Perform other District Services as directed by the District General Manager;

B. Assignment of work shall be by the General Manager. It is anticipated and expected that trips to the District will be kept to a minimum, so that the largest part of work can be performed at Engineer’s office. District agrees to mail, fax, email or otherwise transmit assignments to Engineer’s office as much as possible to minimize the necessity for additional travel.

C. The primary contact at the Engineer’s office for the District will be Matt Ospital and all work will be directed by Matt Ospital. However, from time to time services may be provided to District by other employees of Engineer and by outside consultants or subcontractors of Engineer, provided that such subcontractor or outside consultant has received prior, written approval from District.

## ARTICLE II. COMPENSATION AND PAYMENT

A. For the performance of its services, Engineer shall be paid by District in the manner and at the times hereinafter specified, for its Recoverable Costs and Fees, as follows:

1. Recoverable Costs. District shall pay Engineer for all reasonable costs and expenses expended by Engineer in the performance of the services. Recoverable costs include costs and expenses for labor, materials, mileage, and other direct costs as set forth below:

i. Labor Costs. All labor shall be paid on an hourly basis in accordance with Exhibit A attached hereto. No changes in labor costs will be allowed without the mutual written consent of the parties.

2. Other Direct Costs. Other direct costs incurred by Engineer shall be reimbursed by District as follows:

i. Costs for reproduction of plans, specifications, reports and other data, and for computer service at Engineer's established rates.

ii. All costs associated with outside consultants, subcontractors, or other outside services and facilities that have previously been authorized by the District General Manager in writing.

iii. Any other costs not described above which are proper charges to a project and have been previously approved by District.

B. Manner of Payment. Engineer shall prepare and submit to District on or before the 15<sup>th</sup> day of each month a detailed invoice by project or other appropriate designation as determined by the District covering Recoverable Costs incurred during the prior month which shall be reviewed by the District. District shall pay to Engineer the amount approved by the District within fifteen (15) days after approval by the District Board of Directors at its next regular meeting.

C. Estimated Costs. An Engineer's estimate for performance of any specific service shall be provided upon request by the District. Cost estimates shall be based upon Exhibit A and shall be prepared for budget purposes only. Services beyond the total costs set forth in the "Estimated Costs" shall not be undertaken without prior authorization by the District. Engineer shall notify District as soon as possible of anticipated costs overrun.

D. Benefits. Engineer is an independent contractor providing professional services to the District. Neither Engineer nor any of its employees are employees of District. Engineer hereby acknowledges that it will receive no employee-related benefits from District. Full compensation for all services shall be as set forth herein and no additional compensation is implied. Engineer shall be solely responsible for payment of all its employment taxes, assessments, worker's compensation insurance and whatever

benefits Engineer pays its employees and agents. District shall not be responsible for withholding state or federal taxes or benefits.

### ARTICLE III. ACCOUNTING OF COSTS

A. During the period of this Agreement, Engineer shall maintain books and accounts of its Recoverable Costs in accordance with generally accepted accounting principles and practices. District shall have access to these books and accounts during normal business hours to the extent required to verify all Recoverable Costs for a period of one year following the termination of this Agreement.

### ARTICLE IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

A. Any and all documents (paper and electronic), including, but not limited to, original drawings, estimates, specifications, hydraulic water distribution models, customer data and information, and any and all data relating to the Scope of Work set forth in this Agreement are and shall remain the exclusive property of the District. All work product of Engineer created in connection with the Scope of Work under this Agreement shall be the exclusive property of the District. Engineer waives and releases all rights relating to the use of the work product under this Agreement. Reuse of work product by the District or others for purposes outside the Scope of Work shall be without liability to Engineer. Engineer may retain copies of its work product prepared in connection with the performance of the Scope of Work. Engineer shall treat as confidential any documents or data containing information regarding District's customers, or any other materials deemed confidential by the District, and shall not disclose such documents or information to any third party without the District's prior, written consent.

### ARTICLE V. INSURANCE

A. Engineer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Engineer, its agents, representatives, or employees.

1. Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- ii. Insurance Services Office form number CA0001 (Ed. 1/87) covering automobile liability, code (any auto).
- iii. Workers' compensation insurance as required by the State of California and Employer's Liability insurance.
- iv. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

2. Engineer shall maintain limits no less than:
  - i. General Liability. \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage.
  - iii. Employer's Liability. \$1,000,000 per accident for bodily injury or disease.
  - iv. Errors and Omissions. \$1,000,000 per claim.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.
4. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:
  - i. The District, its officers, officials and employees are to be covered as additional insured.
  - ii. For any claims related to this Agreement, the Engineer's insurance coverage shall be primary insurance in respect to the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees shall be in excess of the Engineer's insurance and shall not contribute to it.
  - iii. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.
  - iv. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
5. Verification of Coverage. Engineer shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District within thirty (30) days from execution of this Agreement.

#### ARTICLE VI. RESPONSIBILITY OF ENGINEER

A. Engineer shall perform its services as an independent contractor in accordance with sound engineering practices, this Agreement, and applicable laws and regulations.

B. Engineer agrees to correct, without additional cost to the District, any deficiencies resulting from its negligent performance of its services which are discovered and reported to Engineer within one (1) year from the date of completion of its services hereunder.

C. Engineer shall defend, indemnify and hold harmless District and its directors, officers, officials, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the performance of the Scope of Work described herein, caused in whole or in part by any negligent act or omission of Engineer, its agents and employees or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused solely by the active negligence, sole negligence or willful misconduct of District, its directors, officers, officials, employees or volunteers.

D. Engineer shall not represent clients before the District or in any manner related to the District. Engineer shall immediately disclose to the District any potential conflicts of interest which may result from Engineer's work for or on behalf of a third party.

#### ARTICLE VII. RESPONSIBILITY OF DISTRICT

A. The General Manager and staff shall review documents submitted by Engineer prior to presentation to and acceptance by the Board of Directors. The General Manager or representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Engineer is entitled to rely upon the information, decisions and approvals furnished by the District.

B. Except as set forth in ARTICLES V and VI, during the term of this Agreement, District shall protect and hold harmless the Engineer from all claims that rise out of its services as District Engineer.

#### ARTICLE VIII. DELAYS

A. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

B. Engineer agrees to provide for engineering representation at meetings during its absence due to illness or vacation. Representation shall be subject to approval by District.

#### ARTICLE IX. TERMINATION AND ASSIGNMENT

Either party, with or without cause, may terminate this Agreement by giving thirty (30) days' written notice of termination of this Agreement to the other party. Notice through the United States Post Office, by email with a confirmed electronic delivery and read receipt or personal delivery shall meet the conditions of this notice and shall start the thirty (30) day period when mailed.

A. Engineer shall continue performing engineering services for the District, and shall provide engineering services until notified in accordance with this ARTICLE IX.

#### ARTICLE X. MISCELLANEOUS

A. **Entire Agreement**

This Agreement (including the attachments hereto) constitutes the entire understanding and agreement of the District and Engineer relating to the agreement regarding the subject matter hereof. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force or effect.

B. **Waiver**

No waiver of any right or remedy by District or Engineer with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

C. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

D. **Severability**

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full

force and effect to the extent that the basic intent of the parties as expressed herein can be accomplished.

E. **Amendments**

All amendments to this Agreement shall be in writing and, if approved, must be signed by Engineer and District. Only the General Manager of the Calaveras Public Utility District is authorized to execute amendments to the Agreement on behalf of the District.

F. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. **Authority to Execute Agreement**

The person or persons executing this Agreement on behalf of Engineer warrants and represents that they have the authority to execute this Agreement and the authority to bind Engineer to the performance of its obligations hereunder.

H. **Consent**

Where consent or approval of a party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

I. **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole protection and benefit of the District and Engineer and their respective successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

J. **Venue**

Any action arising out of this Agreement shall be brought in the Superior Court of Calaveras County, California, regardless of where else venue may lie.

K. **Binding on Successors and Assigns**

The provisions of this Agreement shall be binding upon and benefit the District and Engineer, and their respective successors and assigns.

L. **Assignment**

Contractor may not assign any of its rights or obligations hereunder without the prior written consent of the District.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date hereinabove written.

WEBER, GHIO & ASSOCIATES, INC. CALAVERAS PUBLIC UTILITY DISTRICT

By \_\_\_\_\_  
Matt Ospital, President

By \_\_\_\_\_  
Donna Leatherman, General Manager

# “EXHIBIT A”

## RATE SCHEDULE

*Effective January 2018*

Principal Engineer	\$185.00/hour
Senior Civil Engineer	\$163.00/hour
Senior Planner	\$139.00/hour
Associate Engineer	\$143.00/hour
Project Manager	\$130.00/hour
Engineering Technician	\$ 114.00/hour
Project Administrator/Assistant	\$ 114.00/hour
Senior Draftsperson	\$ 95.00/hour
Junior Draftsperson	\$ 75.00/hour
Resident Engineer	\$138.00/hour min.*
Construction Inspector II	\$111.00/hour
Construction Inspector I	\$ 95.00/hour
Computer Operator	\$101.00/hour
General Office Personnel	\$ 94.00/hour
CADD System	\$ 19.50/hour
Court Appearances - Expert Witness	\$200/hour, \$500 min.

Vehicles @ \$.575/mile.

Large Format Drawings per print schedule.

**Materials and Outside Services will be billed at actual cost plus 15%.**

\*Rate dependent upon project complexity and client requirements.

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED DISTRICT ENGINEERING SERVICES  
AGREEMENT**

THIS **FIRST AMENDMENT TO AMENDED AND RESTATED DISTRICT ENGINEERING SERVICES** AGREEMENT (“Agreement”) is entered into this 3<sup>rd</sup> day \_\_\_\_\_ day of \_\_\_\_\_, December, 2020, by and between the **Calaveras Public Utility District**, a Public Utility District formed and existing under the laws of the State of California (“District”) and **Weber, Ghio & Associates, Inc.**, a California corporation (~~Matt Ospital~~) (“Engineer”). This Agreement replaces and supersedes all prior agreements between the parties regarding the subject matter hereof, and specifically the District Engineer Service Agreement between the parties, which shall be terminated upon the execution of this Agreement by the parties. The parties hereto agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. Engineer agrees to perform all District consultant services as District Engineer as follows (the “Scope of Work”):

1. Public Works Coordination;
2. Subdivision Improvement Plan Checking and Construction Inspection, if required;
3. Provide Environmental and Technical Review for Projects;
4. Prepare Special and Technical Reports;
5. Prepare Plans and Specifications for Public Works Projects;
6. **Manage and support District’s hydraulic water distribution model;**
7. Perform other District Services as ~~d~~irected by the District General Manager~~District~~;

B. Assignment of work shall be by the ~~General District~~ Manager. It is anticipated and expected that trips to the District will be kept to a minimum, so that the largest part of work can be performed at Engineer’s office. District agrees to mail, fax, email or otherwise transmit assignments to Engineer’s office as much as possible to minimize the necessity for additional travel.

C. The primary contact at the Engineer’s office for the District will be Matt Ospital and all work will be directed by Matt Ospital. ~~H~~owever, from time to time services may be provided to District by other employees of Engineer and by outside consultants or subcontractors

of Engineer, provided that such subcontractor or outside consultant has received prior, written approval from District.

## ARTICLE II. COMPENSATION AND PAYMENT

A. For the performance of its services, Engineer shall be paid by District in the manner and at the times hereinafter specified, for its Recoverable Costs and Fees, as follows:

1. Recoverable Costs. District shall pay Engineer for all reasonable costs and expenses expended by Engineer in the performance of the services. Recoverable costs include costs and expenses for labor, materials, mileage, and other direct costs as set forth below:

i. Labor Costs. All labor shall be paid on an hourly basis in accordance with Exhibit A attached hereto. No changes in labor costs will be allowed without the mutual written consent of the parties.

2. Other Direct Costs. Other direct costs incurred by Engineer shall be reimbursed by District as follows:

i. Costs for reproduction of plans, specifications, reports and other data, and for computer service at Engineer's established rates.

ii. All costs associated with outside consultants, subcontractors, or other outside services and facilities that have previously been authorized by the District General Manager in writing.

iii. Any other costs not described above which are proper charges to a project and have been previously approved by District.

B. Manner of Payment. Engineer shall prepare and submit to District on or before the 15<sup>th</sup> day of each month a detailed invoice by project or other appropriate designation as determined by the District covering Recoverable Costs incurred during the prior month which shall be reviewed by the District. District shall pay to Engineer the amount approved by the District within fifteen (15) days after approval by the District Board of Directors at its next regular meeting.

C. Estimated Costs. An Engineer's estimate for performance of any specific service shall be provided upon request by the District. Cost estimates shall be based upon Exhibit A and shall be prepared for budget purposes only. Services beyond the total costs set forth in the "Estimated Costs" shall not be undertaken without prior authorization by the District. Engineer shall notify District as soon as possible of anticipated costs overrun.

D. Benefits. Engineer is an independent contractor providing professional services to the District. Neither Engineer nor any of its employees and not an are employees of District, and Engineer hereby acknowledges that it will receive no employee-related benefits from District. Full compensation for all services shall be as set forth herein and no additional compensation is implied. Engineer shall be solely responsible for payment of all its employment taxes, assessments, worker's compensation insurance and whatever benefits Engineer pays its

employees and agents. District shall not be responsible for withholding state or federal taxes or benefits.

### ARTICLE III. ACCOUNTING COSTS

A. During the period of this Agreement, Engineer shall maintain books and accounts of its Recoverable Costs in accordance with generally accepted accounting principles and practices. District shall have access to these books and accounts during normal business hours to the extent required to verify all Recoverable Costs for a period of one year ~~after completion of Engineer's Services~~ following the termination of this Agreement.

#### ARTICLE IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

A. Any and all documents (paper and electronic), including, but not limited to, original drawings, estimates, specifications, hydraulic water distribution models, customer data and information, and any and all data relating to the Scope of Work set forth in this Agreement are and shall remain the exclusive property of the District. All work product of Engineer created in connection with the Scope of Work under this Agreement shall be the exclusive property of the District. Engineer waives and releases all rights relating to the use of the work product under this Agreement. Reuse of work product by the District or others for purposes outside the Scope of Work shall be without liability to Engineer. Engineer may retain copies of its work product prepared in connection with the performance of the Scope of Work. Engineer shall treat as confidential any documents or data containing information regarding District's customers, or any other materials deemed confidential by the District, and shall not disclose such documents or information to any third party without the District's prior, written consent. Nothing in this Article shall preclude the Engineer from obtaining copies of any of the documents for his personal use related to his work on behalf of the client.

#### ARTICLE V. INSURANCE

A. Engineer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Engineer, its agents, representatives, or employees.

1. Coverage shall be at least as broad as:
  - i. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
  - ii. Insurance Services Office form number CA0001 (Ed. 1/87) covering automobile liability, code (any auto).
  - iii. Workers' compensation insurance as required by the State of California and Employer's Liability insurance.
  - iv. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.
2. Engineer shall maintain limits no less than:
  - i. General Liability. \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or general aggregate limit shall be twice the required occurrence limit.
  - ii. Automobile Liability. \$1,000,000 per accident for bodily injury and

property damage.

iii. Employer's Liability. \$1,000,000 per accident for bodily injury or disease.

iv. Errors and Omissions. \$1,000,000 per claim.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

4. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

i. The District, its officers, officials and employees are to be covered as additional insured.

ii. For any claims related to this Agreement, the Engineer's insurance coverage shall be primary insurance in respect to the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees shall be in excess of the Engineer's insurance and shall not contribute to it.

iii. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

iv. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

5. Verification of Coverage. Engineer shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District within thirty (30) days from execution of this Agreement.

#### ARTICLE VI. RESPONSIBILITY OF ENGINEER

A. Engineer shall perform its services as an independent contractor in accordance with sound engineering practices, this Agreement, and applicable laws and regulations.

B. Engineer agrees to correct, without additional cost to the District, any deficiencies resulting from its negligent performance of its services which are discovered and reported to Engineer within one (1) year from the date of completion of its services hereunder.

C. Engineer shall defend, indemnify and hold harmless District and its directors, officers, officials, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the performance of the Scope of Workwork described herein, caused in whole or in part by any negligent act or omission of Engineer, its agents and employees or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused solely by the active negligence, sole negligence or willful misconduct of District, its directors, officers, officials, employees or volunteers.

D. Engineer shall not represent clients before the District or in any manner related to the District. Engineer shall immediately disclose to the District any potential conflicts of interest which may result from Engineer's work for or on behalf of a third party.

#### ARTICLE VII. RESPONSIBILITY OF DISTRICT

A. The General District Manager and staff shall review documents submitted by Engineer prior to presentation to and acceptance by the Board of Directors. The General District Manager or representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Engineer is entitled to rely upon the information, decisions and approvals furnished by the District.

B. Except as set forth in ARTICLES V and VI, during the term of this Agreement, District shall protect and hold harmless the Engineer from all claims that rise out of its performance services as District Engineer.

#### ARTICLE VIII. DELAYS

A. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

B. Engineer agrees to provide for engineering representation at meetings during its absence due to illness or vacation. Representation shall be approved subject to approval by District.

#### ARTICLE IX. TERMINATION AND ASSIGNMENT

A. Either party, with or without cause, may terminate this Agreement by giving thirty (30) days' written notice of termination of this Agreement to the other party. Notice through the United States Post Office, -by email with a confirmed electronic delivery and read receipt or personal delivery shall meet the conditions of this notice and shall start the thirty (30) day period when mailed.

~~B. This Agreement shall not be assigned by either party without the prior written approval of the other except that Engineer may utilize in the performance of this Agreement, personnel or services of its related entities and affiliated companies as if they were an integral part of Engineer provided that Engineer has received the prior approval of District.~~

~~C.B.~~ Engineer shall commence services on or before \_\_\_\_\_ continue performing engineering services for the District, and shall provide engineering services until notified in accordance with this ARTICLE IX.

~~This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter and cannot be modified or changed without the written consent of both parties.~~

## ARTICLE X. MISCELANEOUS

### A. Entire Agreement

This Agreement (including the attachments hereto) constitutes the entire understanding and agreement of the District and Engineer relating to the agreement regarding the subject matter hereof. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force or effect.

### B. Waiver

No waiver of any right or remedy by District or Engineer with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

### C. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

### D. Severability

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the parties as expressed herein can be accomplished.

### E. Amendments

All amendments to this Agreement shall be in writing and, if approved, must be signed by Engineer and District. Only the General Manager of the Calaveras Public Utility District is authorized to execute amendments to the Agreement on behalf of the District.

### F. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**G. Authority to Execute Agreement**

The person or persons executing this Agreement on behalf of Engineer warrants and represents that they have the authority to execute this Agreement and the authority to bind Engineer to the performance of its obligations hereunder.

**H. Consent**

Where consent or approval of a party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**I. No Third Party Beneficiaries**

This Agreement is made and entered into for the sole protection and benefit of the District and Engineer and their respective successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

**J. Venue**

Any action arising out of this Agreement shall be brought in the Superior Court of Calaveras County, California, regardless of where else venue may lie.

**K. Binding on Successors and Assigns**

The provisions of this Agreement shall be binding upon and benefit the District and Engineer, and their respective successors and assigns.

**L. Assignment**

Contractor may not assign any of its rights or obligations hereunder without the prior written consent of the District.

D.——

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date hereinabove written.

WEBER, GHIO & ASSOCIATES, INC.      CALAVERAS PUBLIC UTILITY DISTRICT

By \_\_\_\_\_  
Matt Ospital, President

By \_\_\_\_\_  
Donna Leatherman, General District Manager

# “EXHIBIT A”

## RATE SCHEDULE

*Effective January 2018*

Principal Engineer	\$185.00/hour
Senior Civil Engineer	\$163.00/hour
Senior Planner	\$139.00/hour
Associate Engineer	\$143.00/hour
Project Manager	\$130.00/hour
Engineering Technician	\$ 114.00/hour
Project Administrator/Assistant	\$ 114.00/hour
Senior Draftsperson	\$ 95.00/hour
Junior Draftsperson	\$ 75.00/hour
Resident Engineer	\$138.00/hour min.*
Construction Inspector II	\$111.00/hour
Construction Inspector I	\$ 95.00/hour
Computer Operator	\$101.00/hour
General Office Personnel	\$ 94.00/hour
CADD System	\$ 19.50/hour
Court Appearances - Expert Witness	\$200/hour, \$500 min.

Vehicles @ \$.575/mile.

Large Format Drawings per print schedule.

**Materials and Outside Services will be billed at actual cost plus 15%.**

\*Rate dependent upon project complexity and client requirements.

**Discussion/Action – Clearwell Tank Project**

**a. Consideration of Recommendation – Project Scope Alternative #1**

Please reference memo provided by Weber Ghio & Associates that provides details evaluated and two Alternatives being presented for consideration. Staff discussions regarding the impacts of each Alternative and effects and how they would impact water treatment operations, timeliness, cost, and life expectancy.

**Discussion:**

**Recommended Action:** Direct staff to move forward with Alternative A - Build a new Clearwell Tank.

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**

**Roll Call Vote: Directors**

**b. Consideration and Approval of Funding Source**

At the December Board meeting the General Manager was directed to look into various funding options for the project (Clearwell Tank Project). Included in the packet were options presented by CSDA Finance Corporation. The SWRCB suggested construction application through the State Revolving Funds (SRF), staff also contacted USDA. The District current reserves should only be considered and limited to support efforts until other funding sources are confirmed.

The SRF Construction application is a good option however, additional requirements and lengthy process would likely extend past the timeline of constructing the Clearwell Tank project. The same was considered when discussing funding from the USDA process.

The current interest rates make it good option to seek pursuing a loan. The CSDA Finance Corporation options presented show two options of \$1million or \$2million for 20-year terms at the interest rate of 2.88% of two of the options would include District using their own fund for issuance.

Another option would be to seek a loan while pursuing funding from possible grant/loan from the SRF knowing there are no guarantee, and the timeline would expand past the project. It is recommended to put the District efforts to the planning grant application.

**Discussion/Recommendation:** Authorizing the General Manager to approve and accept funding option and make application of a loan from CDSA Finance Corporation to fund the Clearwell Tank Project.

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**

**Roll Call Vote: Directors**

**c. Consideration of Resolution 2021-2 Authorizing Resolution – Clearwell Tank Project**  
To be considered based on item 7b.

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_.**

**Roll Call Vote: Directors**

# CALAVERAS PUBLIC UTILITY DISTRICT

## MEMORANDUM

**TO:** Donna Leatherman, District Manager

**FROM:** Matt Ospital, District Engineer

**RE:** Clearwell Tank Project

**DATE:** January 8, 2021

### **Background:**

The clearwell tank, which is located at the Jeff Davis Water Treatment Plant (WTP) is a welded steel 0.5-million-gallon tank that was built with the original WTP in 1972. During the August 18, 2020 dive tank inspection by CSI Services, it was discovered that the interior coating was failing, and excessive metal loss was discovered in the floor of the tank. Although the tank is not under imminent failure, the inspection company recommended that the issues be addressed in the coming 6-8 months to avoid escalating damages. The extent of the corrosion in the floor panels and the tank in general is unknown and cannot be clearly identified until the tank is taken out of service and the coating is removed.

At the December 8, 2020 board meeting, staff reported that they were actively working to identify a series of alternatives and costs to present to the Board for decision making and to support a Preliminary Engineering Report which is required if State and Federal funding applications are pursued.

### **Discussion:**

The project team has been coordinating with operations staff, industry experts, funding agencies, and environmental teams to identify various alternatives and their associated benefits and risks. The project team has narrowed down and analyzed the following two alternatives:

## **Alternative #1 – Repair Existing 0.5 MG Clearwell Tank**

### ○ **Scope:**

- Replace all existing piping between the WTP and the clearwell tank.
- Connect to the Railroad Flat Tank to the main transmission line by installing approximately 3,000 feet of 12" waterline connecting to the existing waterline at the intersection of Ridge Road and West Forty Road and running down West Forty Road to the WTP. This will allow Railroad Flat tank to be used as temporary clearwell storage.
- Install temporary storage tanks at the WTP to supplement production reserve, demand and fire flow of approximately 150 connections between the WTP and Mokelumne Hill Tank.
- Repair the existing clearwell tank by replacing the tank floor and any additional corroded panels, repairing the tank roof structure, refurbishing the tank features as required to meet current standards, and recoating interior and exterior tank coatings.

### ○ **Considerations:**

- The full extent of metal loss is unknown, this information is needed to properly determine the cost of the repair. Until the tank is taken out of service and analyzed after blasting, an exact scope cannot be prepared. Metal loss in areas other than the floor of the tank should not be ruled-out.
- The tank is roughly 48 years old and could be considered at the end of its useful life due to the fact operational limitations have not allowed it to be regularly recoated and maintained.
- Taking the clearwell tank out of service is more costly and disruptive to staff and system operations.
- Repairing a tank that has previous loss of structural strength, does not guarantee an extended useful life that would be comparable to a new tank.
- Extensive and expensive upgrades are required to bring the tank up to current safety and operational standards.
- The new West Forty Road pipeline is a costly investment that would likely only be used every 20-years when the clearwell would need to be taken out of service for recoating maintenance. This could lead to degradation and water quality challenges in the pipeline due to lack of regular usage.
- Pipeline easements will need to be acquired on West Forty Road.
- A temporary amendment to the State Operating Permit will need to be approved and accepted before construction could begin which could impact schedule.

### ○ **Total Project Cost:** \$2.6 million (See attached Opinion of Probable Cost)

**Alternative #2 – New 0.5 MG Welded Steel Tank**

○ **Scope:**

- Construct an in-kind 500,000-gallon welded steel tank directly adjacent to the existing clearwell.
- Replace all existing piping between the WTP and the clearwell tank.
- Allow the existing clearwell tank to operate normally throughout the construction duration.
- Once the project is complete, the existing clearwell will be taken out of service and can be evaluated as part of the District’s future planning efforts.

○ **Considerations:**

- This alternative provides the least amount of burden to operations staff and little to no interruption to the existing system.
- No temporary storage will be needed for this scenario as the existing clearwell will continue normal operations while the construction takes place.
- With regular inspection, maintenance, and recoating, building a new welded steel tank merits a useful life of 75-100 years at a cost similar with a tank that requires repair and refurbishment practices.
- Construction of a new adjacent tank allows flexibility in future WTP planning.
- The State Operating Permit for this option will require coordination at the end of the project and will not impact the critical schedule.
- Construction of a new tank ensures current regulatory standards are met, modern non-corrosive materials and finishes offer optimum water quality and minimum maintenance.

- **Total Project Cost:** \$1.9 million (See attached Opinion of Probable Cost)

**Schedule:**

The project team identifies that the schedule is extremely aggressive however continued coordination with the industry up to this point supported the following schedule:

Phase	Month												
	1	2	3	4	5	6	7	8	9	10	11	12	
Environmental													
Design													
Procurement													
Construction													

Any delays in decision making will greatly impact this schedule.

## Recommendation:

The project team recommends Alternative #2 – New 0.5 MG Welded Steel Tank. Constructing a new clearwell in-kind proves to be:

- The least burden on existing operations and staff.
- Supports smart investment into the longevity and reliability of the Water Treatment Plant as a facility.
- The most cost-effective and time sensitive alternative.

## Funding:

The project team has identified the following benefits and risks to be considered in the pursuit of funding for this work:

- Drinking Water State Revolving Fund (DWSRF)/USDA
  - Benefits
    - The District will be reimbursed for costs from the planning phase through the construction phase.
    - It has been communicated that less entities apply for the Construction application, meaning there is potentially more availability for timely funding.
    - The District is identified as a Disadvantaged Community (DAC) which could provide some priority to funding agencies.
  - Risks
    - Additional time-consuming coordination efforts are required to satisfy the funding agency.
    - Potentially lengthy State review process, the project construction may be complete before a funding agreement is provided. This means the District will have to front all costs.
    - There is potential for additional requests for Environmental approval.
    - The District is considered the lowest priority categorization for this project which allows other entities to be prioritized ahead of CPUD.

## Next Steps:

Upon Board selection of an alternative, WGA will proceed with environmental work, preliminary investigations, design, and assistance with funding.

**CALAVERAS PUBLIC UTILITY DISTRICT  
CLEARWELL REPAIR PROJECT  
ALTERNATIVE #1 - REPAIR EXISTING 0.5 MG CLEARWELL TANK  
OPINION OF PROBABLE PROJECT COSTS  
1/8/2021**

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE	
				\$/UNIT	TOTAL
1	10" PVC C900	LF	120	\$150.00	\$18,000.00
2	12" PVC C900	LF	3000	\$150.00	\$450,000.00
3	24" PVC C900	LF	105	\$200.00	\$21,000.00
4	30" PVC C900	LF	20	\$250.00	\$5,000.00
5	AUTOMATED VALVES	EA	3	\$35,000.00	\$105,000.00
6	FLOW METER	EA	2	\$25,000.00	\$50,000.00
7	BLAST & RECOAT INTERIOR OF TANK	LS	1	\$165,000.00	\$165,000.00
8	BLAST & RECOAT EXTERIOR OF TANK	LS	1	\$145,000.00	\$145,000.00
9	SEISMIC UPGRADES OF THE INLET/OUTLET	EA	2	\$25,000.00	\$50,000.00
10	REPAIR ENTIRE TANK FLOOR	LS	1	\$92,000.00	\$92,000.00
11	REPAIR ROOF STRUCTURE	LS	1	\$20,000.00	\$20,000.00
12	AIR GAPPED OVERFLOW & SPLASH PAD	LS	1	\$18,000.00	\$18,000.00
13	TANK BAFFLES	LS	1	\$70,000.00	\$70,000.00
14	GALVANIC CATHODIC PROTECTION	LS	1	\$15,000.00	\$15,000.00
15	SECOND SHELL MANWAY	LS	1	\$6,000.00	\$6,000.00
16	UPGRADE LADDERS	LS	1	\$4,500.00	\$4,500.00
17	ELECTRICAL	LS	1	\$25,000.00	\$25,000.00
18	INSTRUMENTATION & SCADA INTEGRATION	LS	1	\$50,000.00	\$50,000.00
19	TEMPORARY STORAGE TANKS	LS	1	\$300,000.00	\$300,000.00

TOTAL:	\$1,609,500.00
CONSTRUCTION CONTINGENCY (30%):	\$483,000.00
<b>TOTAL CONSTRUCTION COST:</b>	<b>\$2,092,500.00</b>

ENGINEERING, SURVEYING, & ADMINISTRATION (10%):	\$160,000.00
PIPELINE EASEMENT ACQUISITION:	\$30,000.00
ENVIRONMENTAL & PERMITTING :	\$50,000.00
CONSTRUCTION MANAGEMENT (15%):	\$241,000.00
<b>TOTAL PROJECT COST:</b>	<b>\$2,573,500.00</b>

**CALAVERAS PUBLIC UTILITY DISTRICT  
CLEARWELL REPAIR PROJECT  
ALTERNATIVE #2 - NEW 0.5 MG WELDED STEEL TANK  
OPINION OF PROBABLE PROJECT COSTS  
1/8/2021**

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE	
				\$/UNIT	TOTAL
1	10" PVC C900	LF	120	\$150.00	\$18,000.00
2	24" PVC C900	LF	305	\$200.00	\$61,000.00
3	30" PVC C900	LF	20	\$250.00	\$5,000.00
4	AUTOMATED VALVES	EA	3	\$35,000.00	\$105,000.00
5	FLOW METER	EA	2	\$25,000.00	\$50,000.00
6	GRADING	LS	1	\$200,000.00	\$200,000.00
7	0.5 MG WELDED STEEL TANK	LS	1	\$500,000.00	\$500,000.00
8	TANK BAFFLES	LS	1	\$70,000.00	\$70,000.00
9	GALVANIC CATHODIC PROTECTION	LS	1	\$15,000.00	\$15,000.00
10	ELECTRICAL	LS	1	\$25,000.00	\$25,000.00
11	INSTRUMENTATION & SCADA INTEGRATION	LS	1	\$50,000.00	\$50,000.00
				TOTAL:	\$1,099,000.00
				CONSTRUCTION CONTINGENCY (30%):	\$330,000.00
				<b>TOTAL CONSTRUCTION COST:</b>	<b>\$1,429,000.00</b>
				ENGINEERING, GEOTECHNICAL, SURVEYING, & ADMINISTRATION (20%):	\$220,000.00
				ENVIRONMENTAL & PERMITTING :	\$50,000.00
				CONSTRUCTION MANAGEMENT (15%):	\$165,000.00
				<b>TOTAL PROJECT COST:</b>	<b>\$1,864,000.00</b>

**Update: 2019 FEMA Storm Damage Projects:**

- a. **Project Close Out** – Staff is working on the project closeout process. Nothing further to report. Will provide a recap of all project and cost when the close out is completed.



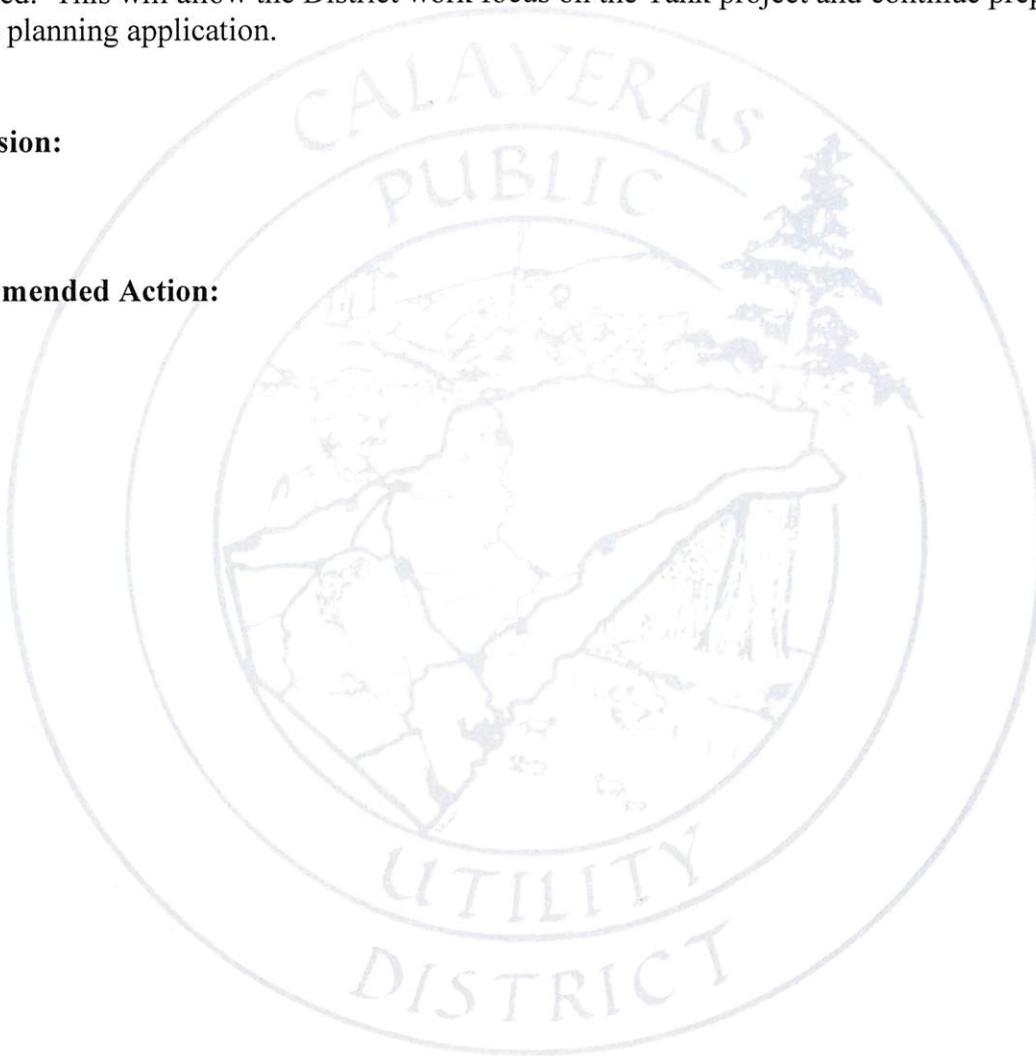
**Update: State Revolving Fund (SRF) Planning Grant Application Package for Water Treatment Plant Improvement Projects**

- a. Status Report: Planning Grant Application: Staff responded to a request for additional information. The projects that are targeted for this application will need further evaluation and well defined to have a better scope developed once the next step of the application is approved.

It is recommended that a committee be established to work on supporting the project being evaluated. This will allow the District work focus on the Tank project and continue preparing for this planning application.

**Discussion:**

**Recommended Action:**



**Staff Report**

**a. General Manager's Report – January 2021**

*Items listed below are in progress and not Agenized however open for comments or discussion.*

1. **Annual EAP event** – The manager is working on the close out letter reporting to FERC on the annual event.
2. **COVID-19 Update** – The essential staff of CPUD remains on duty. Due to continued increase of reported cases in Calaveras County the CPUD office will remain closed to the public. Board meetings will also remain virtual until further notice. District staff is also modifying work routines to prevent the possible spread of COVID-19.
3. **Connection Fees Update** – The consultant has completed initial evaluation and requested additional information from staff to complete the evaluation.
4. **CalOES Grant** – Nothing to report. Received response from re-submittal in October 2020. Pending review
5. **Plan and Specs Updates** - The meeting was postponed due to illness. Staff has reviewed the District Plans & Spec approved in 2016 it has been determined that the update are required to support RFSS and current industry standards that will bring up to date.
6. **GEI Consulting** – Working with and on response to Annual FERC letter and self-inspection reporting and action items to prioritize.
7. **Operations Plan update** – The revision have been completed and are under review by Staff.
8. **Diamond Maps** – Staff completed is review transmission lines, hydrant and valve locations to support the KASL with modeling information and field work that is scheduled to begin by the end of December.
9. **Billing and Account Software Updates** – Nothing to report.
10. **CalFire – Fuels Reduction Grant** – Pending scheduling with CalFire upon availability.



# CSDA Finance Corporation



1112 I Street, Suite 200  
Sacramento, CA 95814  
t: 916.442.7887 f: 916.442.7889  
www.csdafinance.net

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 16, 2020

## PROPOSED INSTALLMENT PURCHASE FOR: Calaveras Public Utility District

**RE: Water Tank Replacement**

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 20 days and lease funding within 60 days.

**Cost of Issuance: \$35,000** (payable at closing)

Payments: Annually in arrears			Financing Amount	Interest Rate	Term
			\$1,000,000	2.88%	20 Years
PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$66,472.19	\$37,672.19	28,800.00	
2		66,472.19	38,757.15	27,715.04	
3		66,472.19	39,873.35	26,598.84	
4		66,472.19	41,021.71	25,450.48	
5		66,472.19	42,203.13	24,269.06	
6		66,472.19	43,418.58	23,053.61	
7		66,472.19	44,669.04	21,803.15	
8		66,472.19	45,955.51	20,516.68	
9		66,472.19	47,279.03	19,193.16	
10		66,472.19	48,640.66	17,831.53	570,509.65
11		66,472.19	50,041.51	16,430.68	520,468.14
12		66,472.19	51,482.71	14,989.48	468,985.43
13		66,472.19	52,965.41	13,506.78	416,020.02
14		66,472.19	54,490.81	11,981.38	361,529.21
15		66,472.19	56,060.15	10,412.04	305,469.06
16		66,472.19	57,674.68	8,797.51	247,794.38
17		66,472.19	59,335.71	7,136.48	188,458.67
18		66,472.19	61,044.58	5,427.61	127,414.09
19		66,472.19	62,802.66	3,669.53	64,611.43
20		66,472.19	64,611.43	1,860.76	0.00
<b>TOTALS:</b>		<u>\$1,329,443.80</u>	<u>\$1,000,000.00</u>	<u>\$329,443.80</u>	

Approved and agreed to: Calaveras Public Utility District

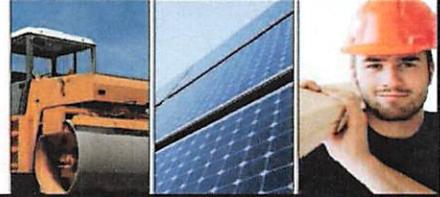
By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



# CSDA Finance Corporation



1112 I Street, Suite 200  
Sacramento, CA 95814  
t: 916.442.7887 f: 916.442.7889  
www.csdafinance.net

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 16, 2020

## PROPOSED INSTALLMENT PURCHASE FOR: Calaveras Public Utility District

**RE: Water Tank Replacement**

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 20 days and lease funding within 60 days.

**Cost of Issuance: \$35,000** (payable at closing)

Payments: Annually in arrears			Financing Amount	Interest Rate	Term
			<b>\$2,000,000</b>	<b>2.88%</b>	<b>20 Years</b>
PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$132,944.38	\$75,344.38	57,600.00	
2		132,944.38	77,514.30	55,430.08	
3		132,944.38	79,746.71	53,197.67	
4		132,944.38	82,043.42	50,900.96	
5		132,944.38	84,406.27	48,538.11	
6		132,944.38	86,837.17	46,107.21	
7		132,944.38	89,338.08	43,606.30	
8		132,944.38	91,911.01	41,033.37	
9		132,944.38	94,558.05	38,386.33	
10		132,944.38	97,281.32	35,663.06	1,141,019.29
11		132,944.38	100,083.02	32,861.36	1,040,936.27
12		132,944.38	102,965.42	29,978.96	937,970.85
13		132,944.38	105,930.82	27,013.56	832,040.03
14		132,944.38	108,981.63	23,962.75	723,058.40
15		132,944.38	112,120.30	20,824.08	610,938.10
16		132,944.38	115,349.36	17,595.02	495,588.74
17		132,944.38	118,671.42	14,272.96	376,917.32
18		132,944.38	122,089.16	10,855.22	254,828.16
19		132,944.38	125,605.33	7,339.05	129,222.83
20		132,944.38	129,222.83	3,721.55	0.00
<b>TOTALS:</b>		<u>\$2,658,887.60</u>	<u>\$2,000,000.00</u>	<u>\$658,887.60</u>	

**Approved and agreed to: Calaveras Public Utility District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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PREPARED BY CSDA FINANCE CORPORATION

DATE: December 16, 2020

**PROPOSED INSTALLMENT PURCHASE FOR: Calaveras Public Utility District**

**RE: Water Tank Replacement**

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 20 days and lease funding within 60 days.

**Cost of Issuance: \$35,000** (included in financing)

Payments: Annually in arrears			Financing Amount	Interest Rate	Term
			<b>\$1,035,000</b>	<b>2.88%</b>	<b>20 Years</b>
PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$68,798.72	\$38,990.72	29,808.00	
2		68,798.72	40,113.65	28,685.07	
3		68,798.72	41,268.93	27,529.79	
4		68,798.72	42,457.47	26,341.25	
5		68,798.72	43,680.25	25,118.47	
6		68,798.72	44,938.24	23,860.48	
7		68,798.72	46,232.46	22,566.26	
8		68,798.72	47,563.95	21,234.77	
9		68,798.72	48,933.80	19,864.92	
10		68,798.72	50,343.09	18,455.63	590,477.44
11		68,798.72	51,792.97	17,005.75	538,684.47
12		68,798.72	53,284.61	15,514.11	485,399.86
13		68,798.72	54,819.20	13,979.52	430,580.66
14		68,798.72	56,398.00	12,400.72	374,182.66
15		68,798.72	58,022.26	10,776.46	316,160.40
16		68,798.72	59,693.30	9,105.42	256,467.10
17		68,798.72	61,412.47	7,386.25	195,054.63
18		68,798.72	63,181.15	5,617.57	131,873.48
19		68,798.72	65,000.76	3,797.96	66,872.72
20		68,798.72	66,872.72	1,926.00	0.00
<b>TOTALS:</b>		<b><u>\$1,375,974.40</u></b>	<b><u>\$1,035,000.00</u></b>	<b><u>\$340,974.40</u></b>	

**Approved and agreed to: Calaveras Public Utility District**

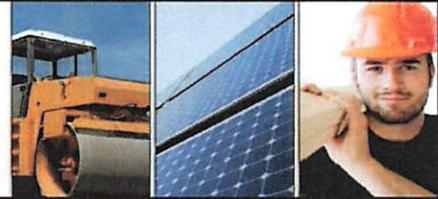
By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



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PREPARED BY CSDA FINANCE CORPORATION

DATE: December 16, 2020

## PROPOSED INSTALLMENT PURCHASE FOR: Calaveras Public Utility District

RE: **Water Tank Replacement**

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 20 days and lease funding within 60 days.

**Cost of Issuance: \$35,000** (included in financing)

		Financing Amount	Interest Rate	Term	
Payments: Annually in arrears		<b>\$2,035,000</b>	<b>2.88%</b>	<b>20 Years</b>	
PMT #	Due Date	Installment Payment	To Principal	To Interest	
1		\$135,270.91	\$76,662.91	58,608.00	
2		135,270.91	78,870.80	56,400.11	
3		135,270.91	81,142.28	54,128.63	
4		135,270.91	83,479.18	51,791.73	
5		135,270.91	85,883.38	49,387.53	
6		135,270.91	88,356.82	46,914.09	
7		135,270.91	90,901.50	44,369.41	
8		135,270.91	93,519.46	41,751.45	
9		135,270.91	96,212.82	39,058.09	
10		135,270.91	98,983.75	36,287.16	1,160,987.10
11		135,270.91	101,834.48	33,436.43	1,059,152.62
12		135,270.91	104,767.31	30,503.60	954,385.31
13		135,270.91	107,784.61	27,486.30	846,600.70
14		135,270.91	110,888.81	24,382.10	735,711.89
15		135,270.91	114,082.41	21,188.50	621,629.48
16		135,270.91	117,367.98	17,902.93	504,261.50
17		135,270.91	120,748.18	14,522.73	383,513.32
18		135,270.91	124,225.73	11,045.18	259,287.59
19		135,270.91	127,803.43	7,467.48	131,484.16
20		135,270.91	131,484.16	3,786.75	0.00
<b>TOTALS:</b>		<b><u>\$2,705,418.20</u></b>	<b><u>\$2,035,000.00</u></b>	<b><u>\$670,418.20</u></b>	

Approved and agreed to: Calaveras Public Utility District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Staff Report**

- b. Legal Counsel Report
- c. Engineer's Report (attached)



# **Project Status Update**

**January 8, 2021**

The following is a status update of projects WGA is currently working on:

1. **General Engineering #2528**

- Easement research & plotting

2. **2019 FEMA Storm Damage Project #2789**

- Project is in the process of final closeout with Cal-OES

3. **Clear Well Repair Project #2873**

- See memo

# Calaveras Public Utility District

## MEMORANDUM

TO: Donna Leatherman, District Manager

FROM: Matt Ospital, District Engineer MSO

RE: Billing Summary for November 2020

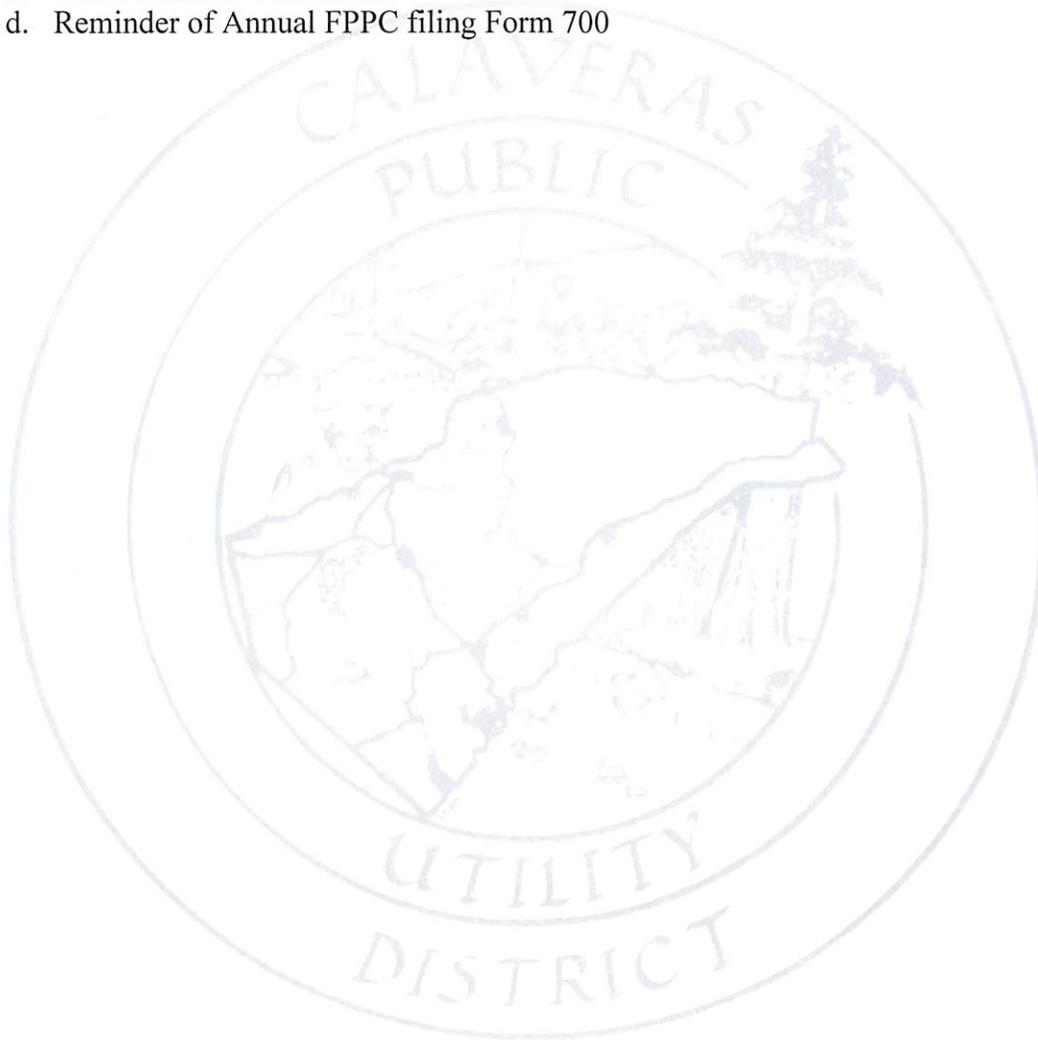
DATE: December 16, 2020

#2528	<b>General Engineering Services</b> Facilitated monthly engineering meeting, coordinated Mountain Ranch Rd. paving invoice, discussed new water service, coordinated board meeting topics.	\$1,814.25
	<b>Research and Plot Easements</b> Researched and plotted existing District easements.	\$5,981.50
	<b>San Andreas Tank SCADA Repairs</b> Coordinated for San Andreas tank SCADA repairs, corresponded with TSI regarding proposal and installation of Cl2 analyzer.	\$331.25
#2789	<b>2019 Storm Damage</b> Provided construction management and inspection services, reviewed material tags, prepared contract change orders and closeout documentation.	\$6,805.40
#2798	<b>SRF Application and Project Planning</b> Prepared for board meeting, coordinated with State for scope revision and planning application.	\$1,026.00
#2873	<b>CPUD Planning - Clearwell Repair Project</b> Prepared memo, coordinated with State on application, coordinated with legal for emergency declaration, researched tank installation and estimated costs, facilitated scoping meeting.	\$6,132.50
	<b>TOTAL</b>	<u>\$22,090.90</u>

**Board Members Report**

*Board Members Report are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda*

- a. Director Lavaroni – LAFCO Meeting Reminder (1/24/2021)
- b. Director Blood – UMRWA Meeting Reminder (1/22/2021)
- c. Other Director Comments:
- d. Reminder of Annual FPPC filing Form 700



**Closed Session**

- a. Public Employee Performance Evaluation General Manager (Government Code §54957(b)(1))



**Adjournment** (Next Regular Meeting on January 12, 2021 at 7:00 pm)

**Action:** Adjourn meeting

**Motion 1<sup>st</sup> \_\_\_\_\_, 2<sup>nd</sup> \_\_\_\_\_, Carried \_\_\_\_\_ Roll Call Vote**

